

**NOTICE AND AGENDA  
TOWN COUNCIL  
Town Council - Special Meeting**

Public notice is given that the Town Council of the Town of Apple Valley, Washington County, Utah will hold a **Town Council - Special Meeting** on **Wednesday, June 12, 2019** at the **Apple Valley Town Hall**, 1777 N. Meadowlark Dr., Apple Valley, Utah, commencing at **6:30 PM** or shortly after the Planning Commission meeting. In accordance with state statute, one or more council members may be connected via speakerphone. This meeting will be available for live stream at [www.youtube.com](http://www.youtube.com). Search: Town of Apple Valley Utah.

The Agenda for discussion and action is as follows:

**CALL TO ORDER / PLEDGE OF ALLEGIANCE/ ROLL CALL**

**DISCUSSION AND ACTION**

- [1.](#) Zone Change for Parcel AV-1365-K from OST to RE-5, Richard and Debbie Kopp
- [2.](#) General Map Amendment; Approval of Recommendation from the Planning Commission
- [3.](#) Jepson Canyon Developer Agreement
4. Approval of Planning Commission Recommendation on the Town Codification Amendments.
- [5.](#) Approval of the Dump Truck Lease Agreement
- [6.](#) Community Wildfire Preparedness Plan review- Chief Zolg
7. FY 20 Budget Adoption

**APPROVAL OF MINUTES**

- [8.](#) Approval of Minutes for 6.5.2019

**PUBLIC COMMENTS**

**ADJOURNMENT**

Interested persons are encouraged to attend public hearings or present their views in writing at least one day prior to the meeting.

CERTIFICATE OF POSTING: I, Michelle Kinney, as duly appointed Recorder for the Town of Apple Valley, hereby certify that this notice was posted on the Utah Public Meeting Notice website <http://pmn.utah.gov>, the Town Website [www.applevalleyut.gov](http://www.applevalleyut.gov) on the **11th day of June, 2019**.

**Dated this 11th day of June, 2019**

Michelle Kinney, Recorder  
Town of Apple Valley

In compliance with the American with Disabilities Act, individuals needing special accommodations (Including auxiliary communicative aids and services) during this meeting should notify Michelle Kinney at 435-877-1190.

**Item Attachment Documents:**

1. Zone Change for Parcel AV-1365-K from OST to RE-5, Richard and Debbie Kopp

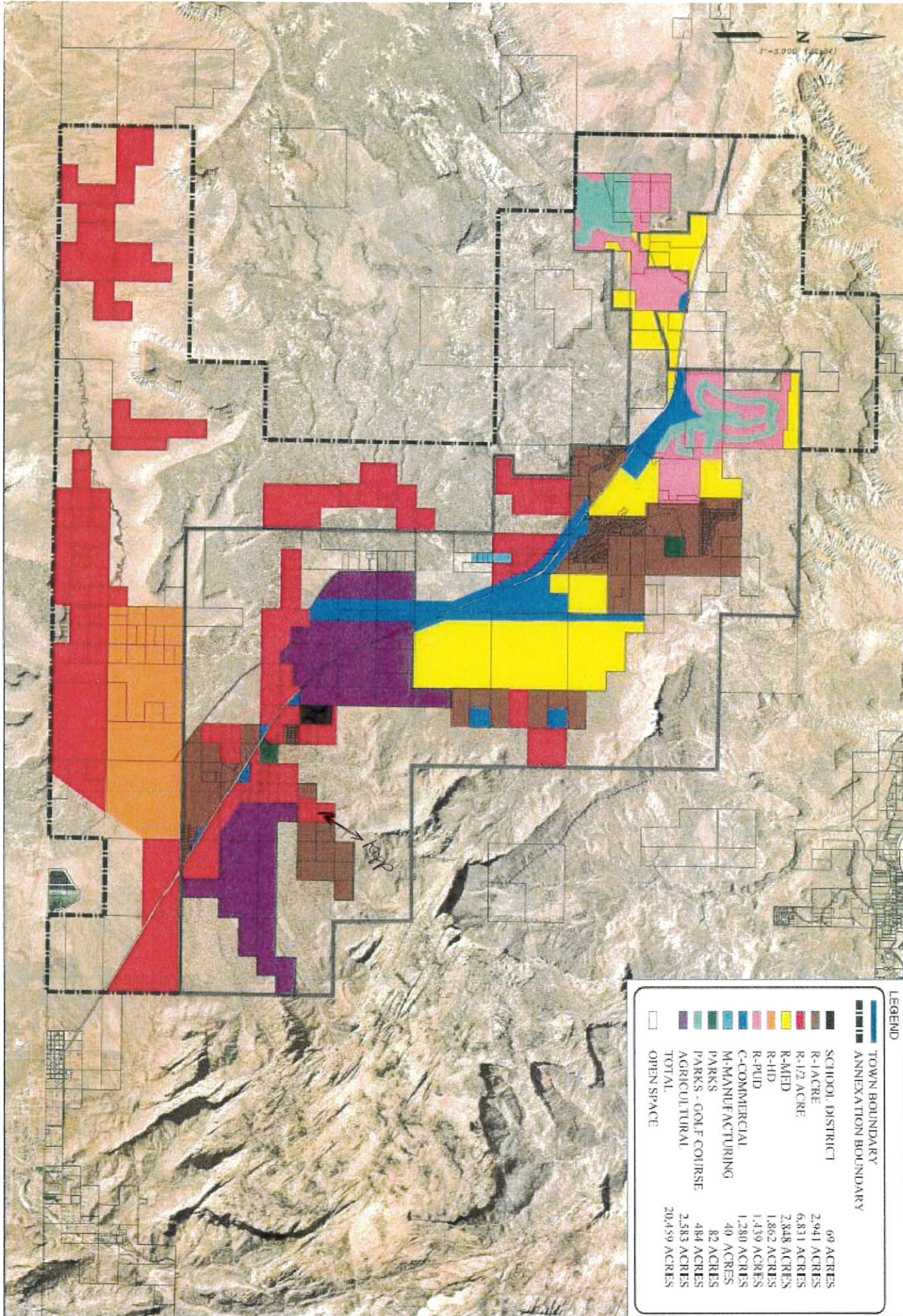
[Back to normal view](#)

Query: AccountNumID = 0436827

Showing 1 result on 1 page

Account#	Summary
0436827	<div>Parcel #: <b>AV-1365-K</b></div> <div>Situs:</div> <div>Acres: 10.00</div> <div>Owner: <i>KOPP RICH &amp; DEBBIE</i></div> <div>Legal: <b>S: 14 T: 43S R: 11W S1/2 E1/2 NW1/4 NE1/4 SEC 14 T43S R11W</b></div> <div>Version: 03/25/2019 01:47:31-609 PM to: MAX</div>

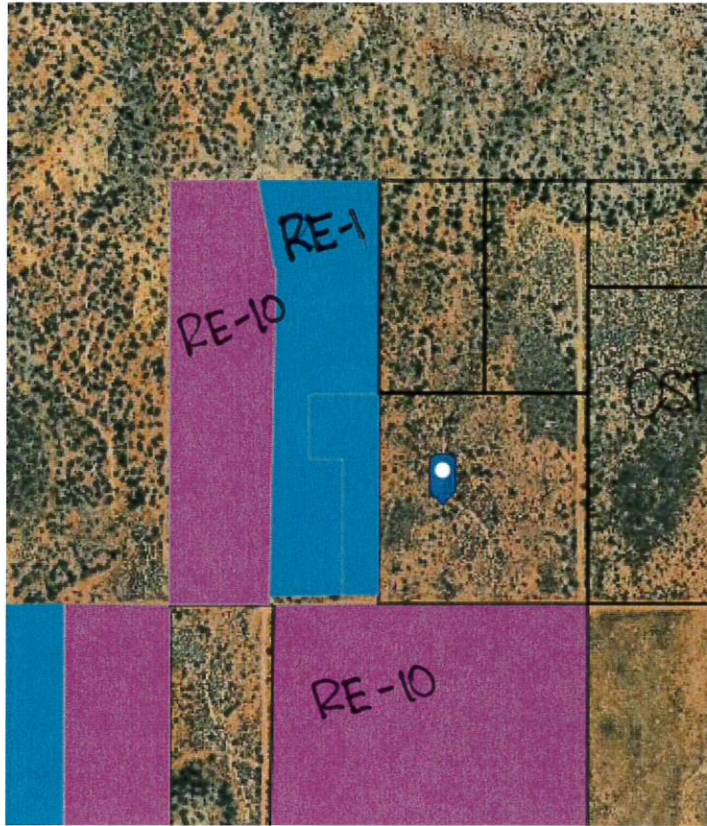




**LEGEND**

	TOWN BOUNDARY		
	ANNEXATION BOUNDARY		
	SCHOOL DISTRICT		69 ACRES
	R-1ACRE		2,941 ACRES
	R-1/2 ACRE		6,831 ACRES
	R-MED		2,848 ACRES
	R-HID		1,862 ACRES
	R-PUD		1,439 ACRES
	C-COMMERCIAL		1,280 ACRES
	M-MANUFACTURING		40 ACRES
	PARKS		82 ACRES
	PARKS - GOLF COURSE		484 ACRES
	AGRICULTURAL		2,583 ACRES
	TOTAL		20,459 ACRES
	OPEN SPACE		





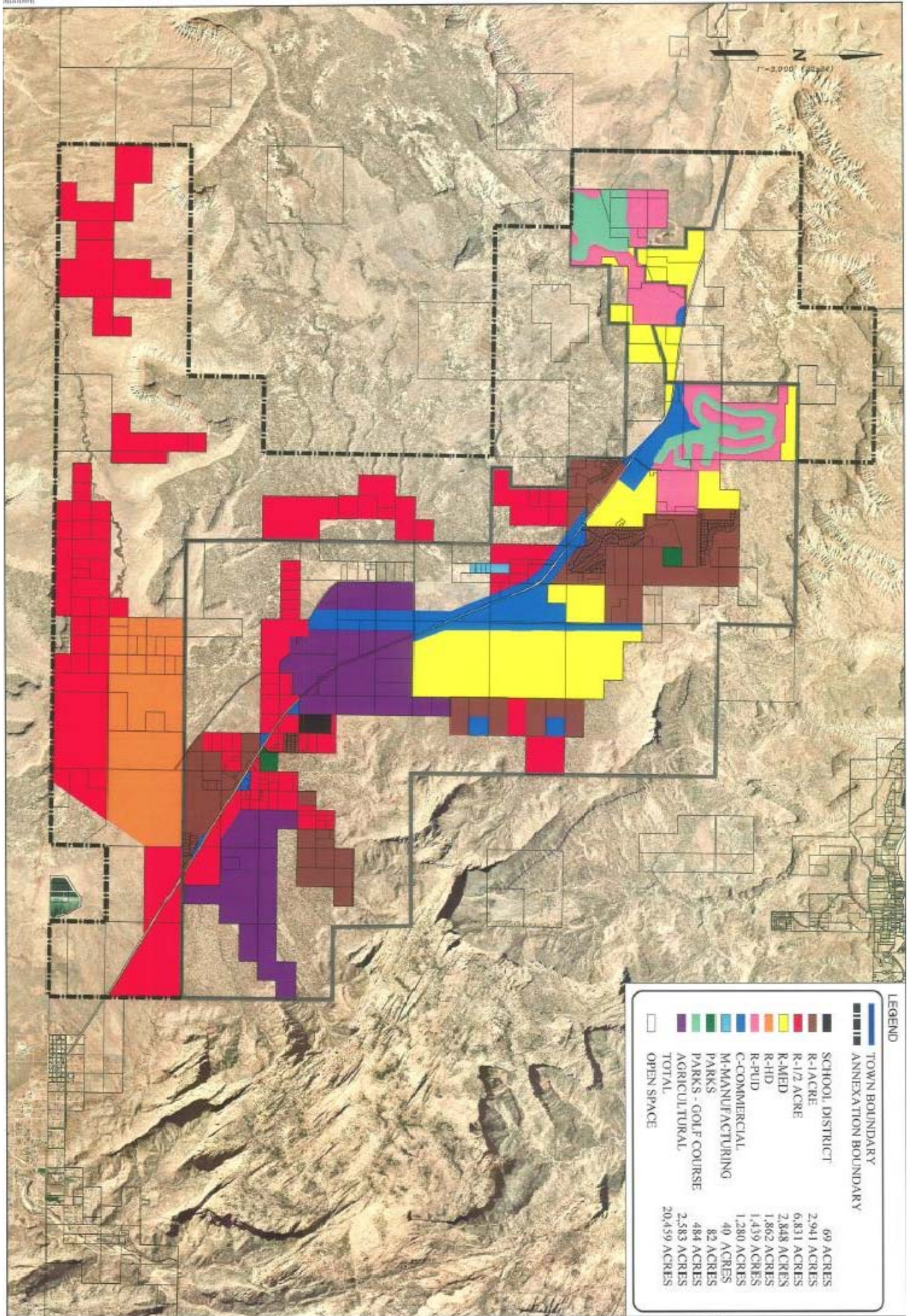
#### Apple\_Valley\_Zoning\_20181211: AV-1365-K

PARCEL ID	AV-1365-K
PARCEL ADDRESS	
PARCEL CITY	Apple Valley
PARCEL ZIP	84737
OWNER	JESSOP ROYAL MATT
OWNER ADDRESS	1854 S 1800 E
OWNER CITY	APPLE VALLEY
OWNER STATE	UT
OWNER ZIP	84737
LEGAL	S: 14 T: 43S R: 11W S1/2 E1/2 NW1/4 NE1/4 SEC 14 T43S R11W
ZONING	OST/OSC - Proposed RE-5
ACRES	10.00

**Item Attachment Documents:**

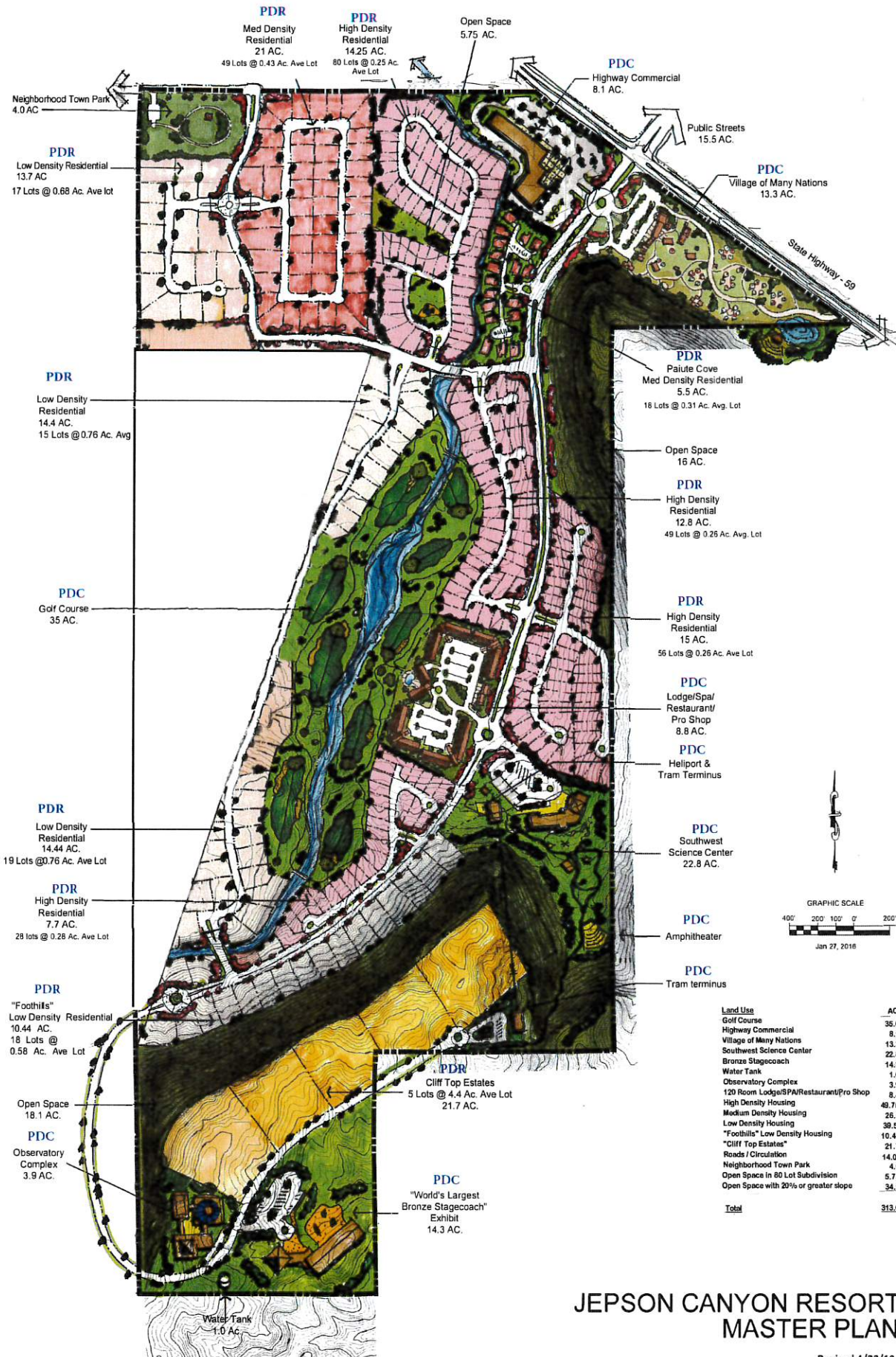
2. General Map Amendment; Approval of Recommendation from the Planning Commission





LEGEND	
	TOWN BOUNDARY
	ANNEXATION BOUNDARY
	OPEN SPACE
	AGRICULTURAL
	PARKS - GOLF COURSE
	PARKS
	M-MANUFACTURING
	C-COMMERCIAL
	R-PUD
	R-MED
	R-1/2 ACRE
	R-1 ACRE
	SCHOOL DISTRICT
	TOTAL
	20,459 ACRES
	2,583 ACRES
	484 ACRES
	82 ACRES
	40 ACRES
	1,280 ACRES
	1,439 ACRES
	1,862 ACRES
	2,848 ACRES
	6,831 ACRES
	2,941 ACRES
	69 ACRES





## JEPSON CANYON RESORT MASTER PLAN

Revised 4/22/19



Exhibit B

Little Creek Land Company, LLC / Jepson Canyon Resort Development Company, LLC

List of parcels to be rezoned

AV-1337-A-1-A-1-A

AV-1340

AV-1341

AV-1347

AV-1352

AV-1353

AV-1338-A-1

AV-1338-A-2



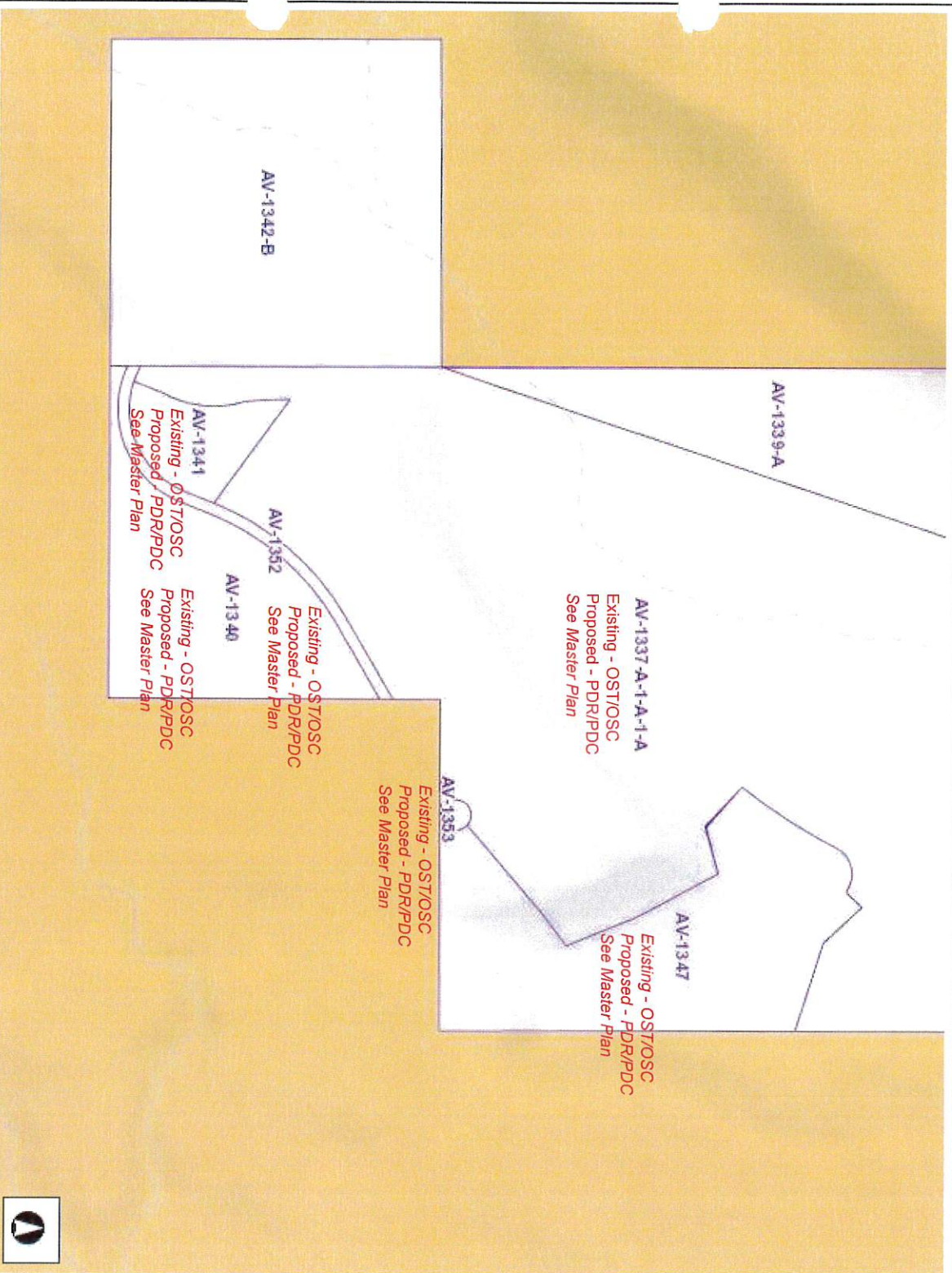
- ## Notes

DISCLAIMER: The information shown on this map was compiled from different GIS sources. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Washington County, Utah will not be held responsible for any claims, losses or damages resulting from the use of this map.





Exhibit B- Page 2 - Property map showing existing and proposed zoning classifications



WGS\_1984\_Web\_Mercator\_Auxiliary\_Sphere

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Legend

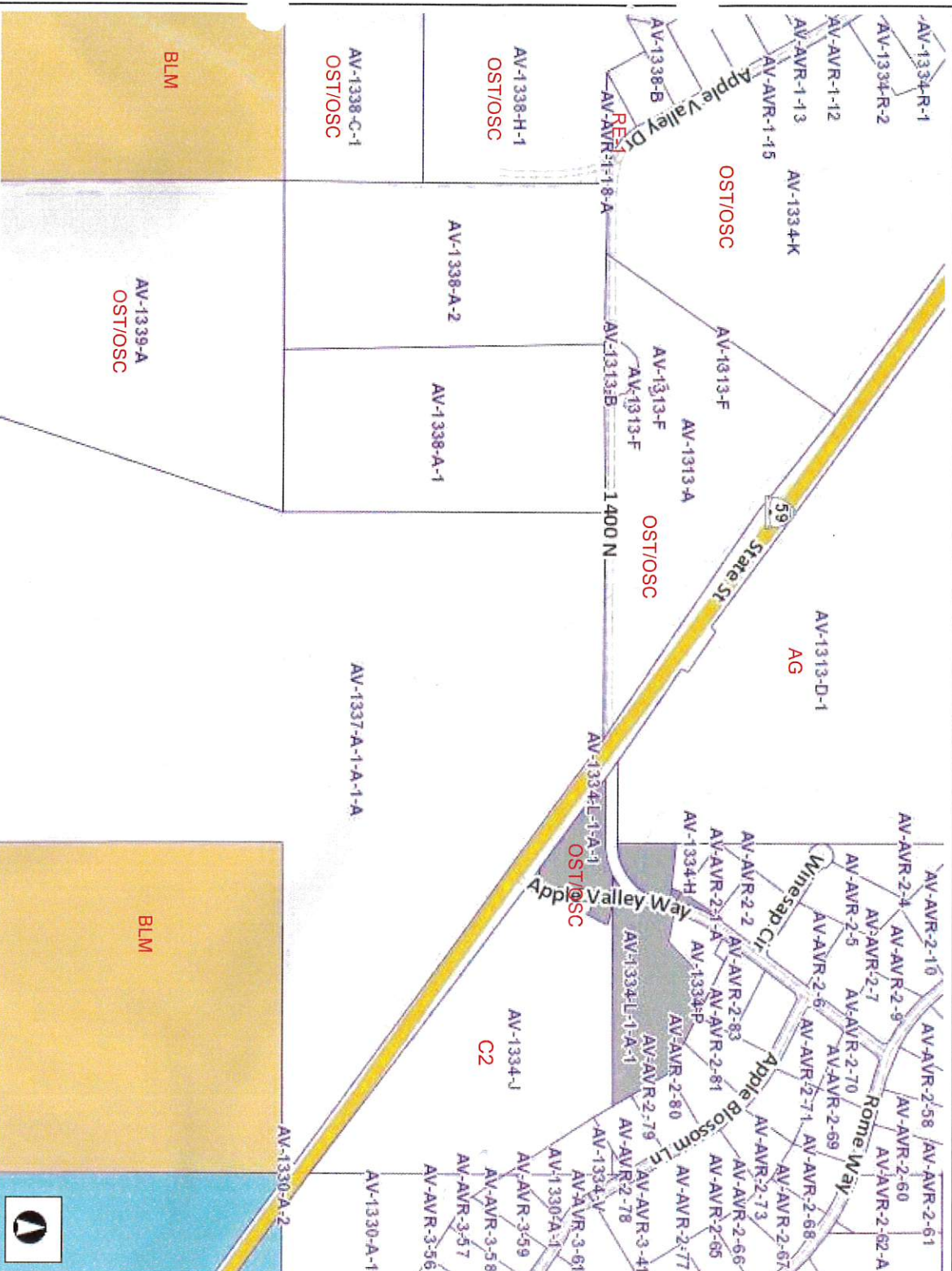
- ☐ Parcels
- Ownership**
  - U.S. Forest Service
  - U.S. Forest Service Wilderness
  - Bureau of Land Management
  - Bureau of Land Management Wild
  - National Park Service
  - Shiwiwi Reservation
  - Utah Division of Wildlife Resources
  - Utah Division of Transportation
  - State Park
  - State of Utah
  - Washington County
  - Municipally Owned
  - School District
  - Privately Owned
  - Water
  - Water Conservancy District
  - State Assessed Oil and Gas
  - Mining Claim

Notes



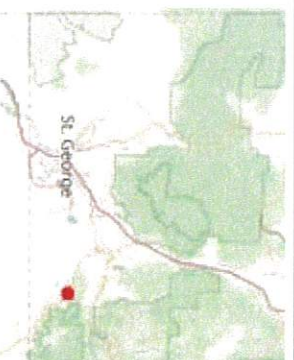


## Exhibit C- All abutting properties showing present zoning classifications



WGS\_1984\_Web\_Mercator\_Auxiliary\_Sphere

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### Legend

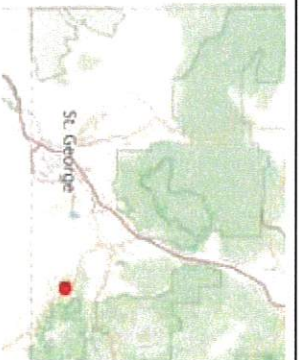
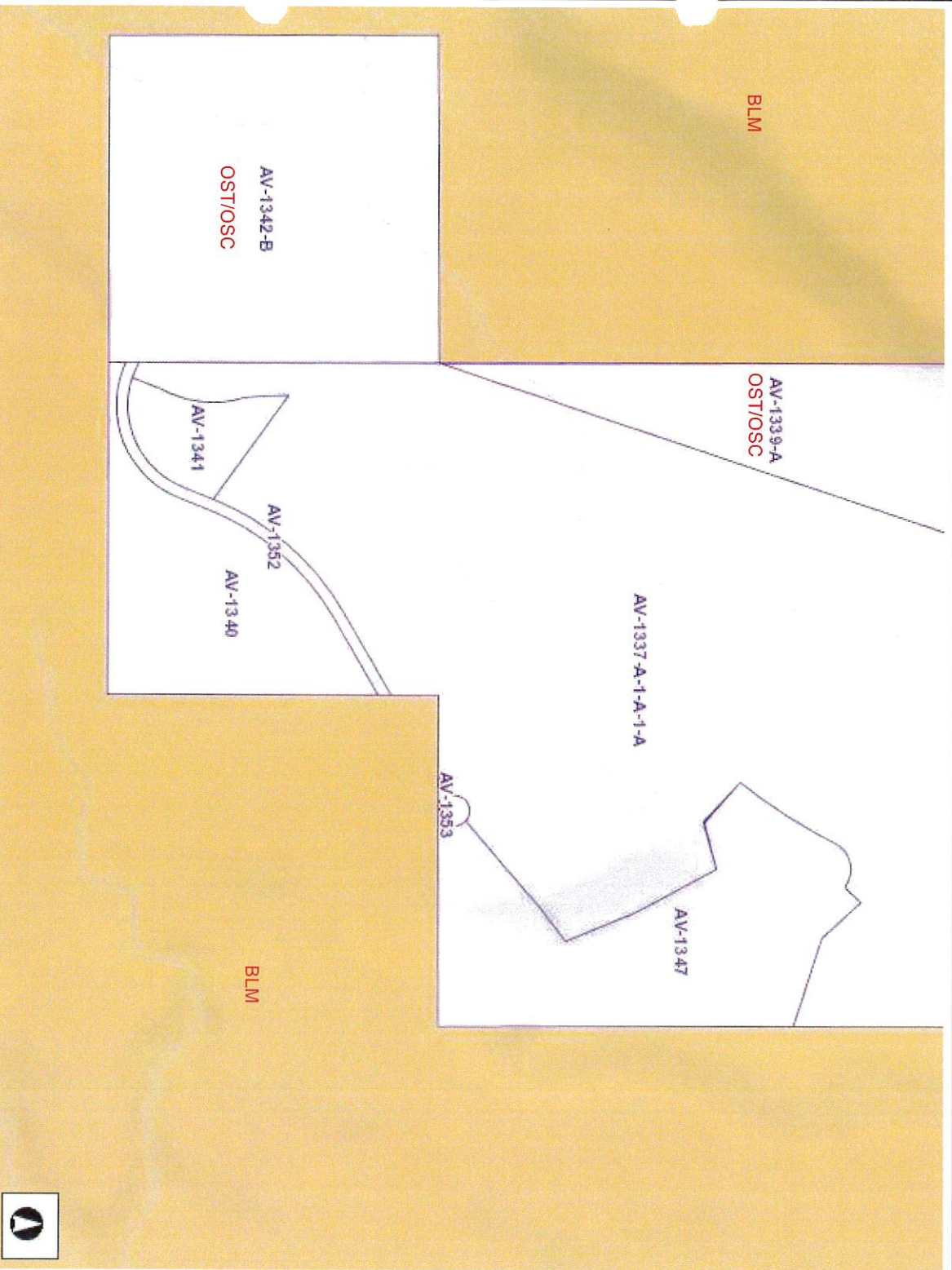
- ☐ Parcels
- Ownership**
  - U.S. Forest Service
  - U.S. Forest Service
  - U.S. Forest Service Wilderness
  - Bureau of Land Management
  - Bureau of Land Management
  - National Park Service
  - Shinnits Reservation
  - Utah Division of Wildlife Resources
  - Utah Division of Transportation
  - State of Utah
  - Washington County
  - Municipally Owned
  - School District
  - Privately Owned
  - Water
  - Water Conservancy District
  - State Assessed Oil and Gas
  - Mining Claim

### Notes





Exhibit C - Page 2 - All abutting properties showing present zoning classifications



Legend

- ☐ Parcels
- Ownership**
  - U.S. Forest Service
  - U.S. Forest Service Wilderness
  - Bureau of Land Management
  - Bureau of Land Management Wide
  - National Park Service
  - Shiwiits Reservation
  - Utah Division of Wildlife Resources
  - Utah Division of Transportation
  - State Park
  - State of Utah
  - Washington County
  - Municipally Owned
  - School District
  - Privately Owned
  - Water
  - Water Conservancy District
  - State Assessed Oil and Gas
  - Mining Claim

Notes

1,504.7  
0  
752.33  
1,504.7 Feet  
WGS\_1984\_Web\_Mercator\_Auxiliary\_Sphere

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**Item Attachment Documents:**

3. Jepson Canyon Developer Agreement



When recorded, mail to:  
Little Creek Land Company, LLC  
Attn: Hank Isaksen  
P.O. Box 1026  
St. George, UT 84771

Tax Parcels:  
AV-1337-A-1-A-1-A; AV-  
1340; AV-1341; AV-1347;  
AV-1352; AV-1353; AV-1338-  
A-1; and AV-1338-A-2

**DEVELOPMENT AGREEMENT**  
**For the**  
**JEPSON CANYON RESORT PROJECT**

This Development Agreement (the “**Agreement**”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2019 (the “**Effective Date**”), by and between THE TOWN OF APPLE VALLEY, a municipality located in Washington County, Utah and organized under the laws of the State of Utah (the “**Town**”) and LITTLE CREEK LAND COMPANY, LLC, a Utah limited liability company (“**LCLC**”) and JEPSON CANYON RESORT DEVELOPMENT CO., INC., a Utah corporation (“**JCRDC**”) (LCLC and JCRDC collectively referred to herein as “**Developer**”). The Town and Developer may each be referred to herein as a “**Party**” or collectively as the “**Parties**”

**R E C I T A L S**

WHEREAS, Developer owns approximately 313 acres of real property located within the municipal boundaries of the Town of Apple Valley, Washington County, State of Utah as more particularly described in Exhibit A attached hereto and incorporated herein by reference (the “**Property**”).

WHEREAS, Developer plans to develop the Property in multiple phases into a boutique destination resort comprised of a variety of residential building lots in gated neighborhoods, golf course, science center with observatory, Native American cultural center, commercial and/or retail sites, and a lodge with restaurant, conference space, dwelling units owned in fractional interests and related amenities, (the “**Project**”); and

WHEREAS, the Town recognizes the potential benefits the Project will generate for the Town if the Project is fully developed, including, without limitation, increased tax revenue (property, sales and transient room tax), increased revenue to local businesses from residents of and visitors to the Project, additional local employment opportunities, and adding to the quality and overall aesthetic of the Town; and

WHEREAS, Developer would be unable and unwilling to develop a project of the scale and quality of the Project without long-term certainty regarding its land use rights with respect to the Property and agreement with the Town regarding responsibility for infrastructure and utility costs; and

WHEREAS, the Town has authority to enter into development agreements pursuant to Utah Code Annotated 10-9a-101 *et seq*; and

WHEREAS, Developer and the Town desire to enter into this Agreement in order to set forth their respective rights and covenants related to the development of the Project; and

WHEREAS, the Town of Apple Valley Town Council authorized the Mayor to sign this Development Agreement on behalf of the Town on \_\_\_\_\_, 2019 pursuant to Ordinance \_\_\_\_\_; and

NOW, THEREFORE, in consideration of the recitals and mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**1.00 MASTER PLAN:** Developer intends to develop the Property in accordance with the master plan (the “**Master Plan**”) attached hereto as Exhibit B and incorporated herein by reference. The Master Plan locates roads, neighborhoods, and various uses that Developer intends to incorporate into the Project. The total number of residential dwelling units in the Project (not including lodge/hotel units) is 354. The overall density of the Project is 1.23 dwelling units per acre. Developer’s intended uses (the “**Intended Uses**”) include the following:

Use		Acres
1. Golf Course and Water Features		35.0
2. Highway Commercial, which may include grocery, pharmacy/drug store, gas station, convenience store, restaurants and other retail uses. This area will also initially be the site of a 2 and ½ story temporary metal building (see detail below in the Bronze Stagecoach description).		8.1
3. Village of Many Nations (Native American cultural center with displays from various tribes, a pond for canoes, restroom and shower facilities and bus parking. Guests will have the opportunity to stay overnight in tepees and possibly other Native American dwellings)		13.3
4. Southwest Science Center (will include Planetarium/Theater with approximately 250 seats, Challenger Learning Center, children’s discovery center, amphitheater, and geology museum. A tram will be constructed connecting the science center with the bronze stage coach and observatory complex on top of the cliff.)		22.8
5. Bronze Stagecoach (will be the “world’s largest bronze stagecoach” at 120’ long and 22’ tall and will take approximately 3 years to construct. Construction will take place in a 2 and ½ story temporary metal building to be located in the Highway Commercial area and when each piece is completed it will be airlifted by helicopter up to cliff top location shown on the Master Plan. Visitors may be charged admission to view the construction process and the final product. Following completion of the construction of the Bronze Stagecoach, the temporary metal building will be removed from the Highway Commercial area and reassembled next to the final location of the Bronze Stagecoach where		14.3



it will serve as a “renaissance center” where artists will be able to produce and display different forms of visual arts.		
6. Water Tank with one-million-gallon capacity. Water from this tank will power a hydro-electric turbine located below the water tank. The turbine will be enclosed by plexiglass to permit visitors to see how hydro-electric power is generated.		1.0
7. Observatory Complex (guests will have the chance to view objects in space through high-powered telescopes. Telescope images may also be broadcast to the science theater and other connected locations.)		3.9
8. 180 Room Lodge with spa, restaurant and golf shop (Developer plans to sell fractional interests in the lodge in three-week intervals and the lodge manager may rent rooms on a nightly basis when not in use by fractional owners.)		8.8
9. High Density Housing (residential building lots with an average lot size below .30 acres. May include “patio homes” which means only the building footprint is sold to the end user and the remainder of the property in the neighborhood is owned in common and maintained by a property owners’ association)		49.75
10. Medium Density Housing (residential building lots with an average lot size between .30 acres and .50 acres. May included “patio homes”.)		26.5
11. Low Density Housing (residential building lots with an average lot size between .68 acres and .76 acres.)		39.54
12. “Foothills” Low-Density Housing (residential building lots located at base of cliff with average lot size of .58 acres.)		10.44
13. “Cliff Top Estates” (premium residential building lots located on top of cliff with average lot size of 4.4 acres.)		21.7
14. Roads		14.02
15. Open Space, which shall include a 4-acre neighborhood park to be dedicated to the Town (subject to Section 5.02 below).		43.85
<b>Total</b>		<b>313.0</b>

**2.00 ZONING:** The zoning classification of the Property shall be modified as necessary to permit the Intended Uses. It is anticipated that the zoning classification for the Property shall be Planned Development Zone pursuant to Sections 10:11:1 *et seq* of the Land Use Ordinance of the Town of Apple Valley, Utah (the “**Land Use Ordinance**”), provided, however, that the Town agrees to grant such conditional use permits or text changes to the ordinance as may be necessary to permit the Intended Uses.

**3.00 PHASED DEVELOPMENT:** Developer and the Town agree that the Project will be developed in phases. Developer shall apply for preliminary and final plat approval and all necessary permits in connection with each phase and the Town shall approve each preliminary and final plat application and permit application so long as (i) the application ~~substantially~~ conforms to the Master Plan, (ii) Developer pays required fees, and (iii) Developer is not in default on any of its obligations to the Town with respect to prior phases of the Project. The Town and Developer shall cooperate to ensure quick and efficient application review and approval, ~~and where reasonably practicable and permitted by applicable law, the Town shall provide preliminary and final plat approval at the same meeting.~~ The Town acknowledges that the economic feasibility and commercial success of any single phase of the Project is dependent upon the completion of the other phases of the Project and that Developer would not invest time and money in the

development of any single phase of the Project without assurances from the Town that Developer will be able to complete all phases of the Project, so long as Developer complies with the terms and conditions as set forth in this Agreement. Construction of the Project is anticipated to be completed in phases as shown in Exhibit C attached hereto and incorporated herein.

**4.00 PROPERTY OWNERS' ASSOCIATION:** Developer shall execute and record a Declaration of Covenants, Conditions and Restrictions for the Project as a whole (the "**Declaration**") which shall establish architectural and design standards for the Project and provide for the preservation of the values and amenities to be created at the Project. Developer shall also form a property owners' association (the "**Association**") for the Project that shall be responsible for administering and enforcing the terms of the Declaration. Upon recording, the Declaration shall be applicable to the entire Property (as opposed to portions of the Property being added in phases). All neighborhoods, subdivisions, or other portions of the Property shall be subject to the Declaration as administered by the Association, provided, however, nothing herein shall prohibit Developer from creating additional declarations, covenants, and restrictions for specific neighborhoods or subdivisions within the project, so long as such neighborhoods or subdivisions continue to also be subject to the Declaration. The Association shall, at its expense, maintain landscaping and road medians according to applicable standards, which obligation shall survive the expiration of this Agreement.

**5.00 INFRASTRUCTURE AND UTILITIES:** The following infrastructure improvements shall be made in connection with the development of the Project and may be completed in phases and shall comply with all applicable Town, District, State or other standard required by law.

5.01 Water and Sewer. Developer shall enter into a separate agreement with the Big Plains Water and Sewer Special Service District governing water and sewer availability and infrastructure for the Project (the "**Water and Sewer Agreement**"). Developer and the Town agree that early phases of the Project may be constructed prior to completion of the sanitary sewer infrastructure and will initially rely on septic tanks for sanitation. Notwithstanding the foregoing, during construction of such early phases, Developer shall install "dry" sewer lines that will permit the improvements constructed during such early phases to be connected to the sewer system to be constructed pursuant to the Water and Sewer Agreement upon completion.

5.02 Town Park. Developer shall design and construct, at Developer's expense, a neighborhood park on approximately 4.0 acres (the "**Park**"), which shall meet applicable standards. The final design of the Park shall be subject to the reasonable approval of the Town. The Park shall be completed on or before the date that Developer has completed construction of, and received a certificate of occupancy for, the 200<sup>th</sup> dwelling unit in the Project. Notwithstanding the foregoing, if approved by the Town, in the sole discretion of the Town, Developer may elect, in lieu of designing, constructing and dedicating the Park, to make a one-time cash contribution to the Town, in an amount to be mutually agreed upon between the Town and Developer, to be used to improve and maintain the Town's existing park facilities. If such a contribution is made by Developer in lieu of dedicating the Park, the Master Plan and/or applicable site plan shall be amended to authorize Developer to add additional single-family residential units on the Park site at a density not to exceed three units per acre.



- 5.03 Public Roads. Developer shall design and construct, at Developer's expense, roads (the "**Public Roads**") that will provide access to the neighborhoods and amenities of the Project, the location of which is shown on Exhibit D attached hereto and incorporated herein. The term **Public Roads** shall also include all common area landscaping along both sides of the Public Roads, the medians in the Public Roads as depicted in the Master Plan, and the three roundabouts shown in the Master Plan with sculptural centerpieces to be installed by Developer. Any roads not designated as Public Roads on Exhibit D shall be private roads. The Public Roads shall be designed and constructed in accordance with the Town's generally applicable engineering standards at the time of construction and final plans therefor shall be subject to the Town engineer's review and approval. Developer and the Town shall cooperate in working with the Utah Department of Transportation regarding (i) locating the intersection of the Public Roads and State Highway 59 as close as possible to the location depicted on the Master Plan, and (ii) minimizing the costs incurred by both Developer and the Town in connection with such new intersection.
- 5.04 Storm Drainage. Developer shall design and construct, at Developer's expense, a comprehensive drainage system (the "**Drainage System**"). The Drainage System shall be designed and constructed in accordance with the Town's generally applicable engineering standards at the time of construction and the final plans therefor shall be subject to the Town engineer's review and approval. The Drainage System may be installed in phases, provided the Drainage System is at all times adequate to drain any storm run-off increased by development of the Project.
- 5.05 Electric Power. Developer shall, at Developer's expense, cause an electrical power provider registered with the Utah Public Service Commission to design and construct an electrical transmission and delivery system within the Project and provide electrical power service to the Project.
- 5.06 Natural Gas. Developer may, at its option, make natural gas available at the Project, regardless of whether the Town has elected to make natural gas available to Town residents. If Developer proceeds with procuring natural gas service independent of the Town, Developer shall bear the cost of installing such pipelines and other facilities required to convey the natural gas to end users in the Project (the "**Natural Gas System**") and the cost of compliance with applicable law. The Natural Gas System shall be designed and constructed in accordance with industry standards at the time of construction. Developer or its agent shall be entitled to bill end users directly for natural gas consumption. If the Town elects to bring natural gas service to the Town, Developer and the Town may enter into a mutually acceptable agreement for Developer to dedicate the Natural Gas System to the Town and allow the Town, or other natural gas provider approved by the Town, to assume responsibility for maintenance and end user billing.
- 5.07 Dedication. Provided construction is completed in a good and workman-like manner and in accordance with the Town's generally applicable engineering standards, Developer shall dedicate to the Town and the Town shall accept: (i) the Park, (ii) the Public Roads, (iii) and the Drainage System (the "**Dedicated Infrastructure**"). Following dedication thereof, the Town shall be responsible for the operation and maintenance of the Dedicated Infrastructure. Developer shall also grant such easements as may be necessary for the Town to maintain the Dedicated Infrastructure. Notwithstanding the foregoing, the Association shall be responsible for maintenance of the landscaping in the roundabouts, medians and along the sides of the Public Roads. ~~Following dedication of~~

~~the Public Roads, the Town shall be responsible for providing adequate water for the irrigation of the Public Road median landscaping and the Park.~~ Dedication of the Dedicated Infrastructure shall occur within twelve (12) months following completion of construction. Prior to dedication, Developer shall pay any “rollback” taxes applicable to the Dedicated Infrastructure under the Utah Farmland Assessment Act.

**6.00 FEES AND EXACTIONS:** The Town may charge Developer development-related fees in accordance with fee formulas established by ordinance in effect at the time development occurs, provided such fees are charged on a non-discriminatory basis and in the same manner and amount as customarily charged to other developers. Other than fees charged in the manner described above and the obligations of Developer under this Agreement, no further exactions will be required of Developer or its successors or assigns by the Town as it relates to the entire Project.

**7.00 COMPLIANCE WITH APPLICABLE LAW:** Except as otherwise set forth in this Agreement, in the course of the development of the Project, Developer shall comply with all applicable Town ordinances and regulations. Developer acknowledges that the vesting in existing laws as provided in this Agreement shall not relieve Developer from the obligation to (i) comply with generally applicable building codes, (ii) obtain and pay for building permits, and (iii) pay generally applicable review or application fees in effect at the time such permit or application is required by the Town.

**8.00 VESTED RIGHTS OF DEVELOPER:** The Town acknowledges Developer is relying on the Master Plan, the continuing validity of this Agreement, and the Town’s performance of its obligations hereunder. Developer has expended substantial funds in the development of the Property and, in reliance upon this Agreement, will continue to expend additional funds. By virtue of the Town’s approval of this Agreement, Developer has acquired vested rights to develop the Property in conformance with the Master Plan and this Agreement. During the term of this Agreement, in developing the Property consistent with the Master Plan, Developer is assured, and the Town agrees, that the development rights, obligations, terms and conditions specified in this Agreement, are fully vested in Developer and may not be changed or modified by the Town, except in accordance with the terms and conditions of this Agreement or as expressly consented thereto in writing by Developer. Subject to Developer’s payment of fees permitted under this Agreement, the Town shall grant to Developer such permits and other approvals as may be necessary for Developer to develop the Project in conformance with the Master Plan, this Agreement and applicable law. Any amendment or modification of this Agreement or any deviation by Developer from the Master Plan, must be approved by the Town and Developer in writing.

**9.00 ~~TERM:~~** ~~This Agreement shall have an initial term of thirty (30) years from the Effective Date. This Agreement may be extended by the mutual written agreement of both parties.~~ **Intentionally Omitted.**

**10.00 AGREEMENT TO RUN WITH THE LAND:** Developer shall have the right to record this Agreement or a memorandum thereof and any extensions or amendments thereto in the Official Records of Washington County, State of Utah. This Agreement shall be deemed to run with the Property and shall be binding on and inure to the benefit of all successors and assigns of Developer in the ownership or development of any portion of the Property. In recognition that the purposes of this Agreement shall be fulfilled once each unit or lot of the Project is subdivided, developed and sold or leased to unrelated third parties, not for further development (each unit or lot a “**Developed Parcel**”), as to each Developed Parcel this Agreement shall terminate without execution or recordation of any further document or instrument when such Developed Parcel has



been finally subdivided and individually sold to the purchaser or user thereof. Upon said termination, such Developed Parcel shall be released from and no longer be subject to or burdened by the provisions of this Agreement. The release of any Developed Parcel from this Agreement shall not serve to release Developer from its obligations under this Agreement.

**11.00 ASSIGNMENT:** Developer shall have the right to assign its interest under this Agreement to a third party, provided such third party executes an agreement acknowledging that such third party agrees to assume Developer's obligations under this Agreement and a copy of such agreement is delivered to the Town.

**12.00 MISCELLANEOUS:**

12.01 Recitals Incorporated. The recitals to this Agreement are incorporated herein and made a part of this Agreement as if set forth in their entirety herein.

12.02 Time for Performance. Time is of the essence of this Agreement

12.03 Entire Agreement. This Agreement is the entire agreement between the Parties, and there are no oral or other written agreements or representations directly or indirectly connected with this Agreement.

12.04 Applicable Law; Venue. This Agreement shall be construed under the laws of the State Utah, without regard to conflicts of law provisions. The venue for any legal proceeding shall be in the 5<sup>th</sup> District Court of the State of Utah or the Federal Court for the District of Utah.

12.05 Counterparts. This Agreement may be executed in any number of identical counterparts, or with multiple signature pages which, when assembled as a single document or, if not so assembled, when taken together shall be deemed to be fully effective and operative as an original document; provided, however, that in making proof of this Agreement, it shall not be necessary for any Party hereto to produce or account for more than one such counterpart.

12.06 Severability. In the event any provision of this Agreement is deemed invalid, illegal or unenforceable, the remainder of the Agreement shall be valid and enforceable.

12.07 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

12.08 Construction of this Agreement. The Parties acknowledge and agree that counsel has represented them and that each of the Parties has participated in the drafting of this Agreement. Accordingly, it is the intention and agreement of the Parties that the language, terms and conditions of this Agreement are not to be construed in any way against or in favor of any Party hereto because of the responsibilities in connection with the preparation of this Agreement.

[SIGNATURES CONTAINED ON FOLLOWING PAGE.]



IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the dates hereafter set forth by their duly authorized officers.

**THE TOWN:**

[TOWN OF APPLE VALLEY SIGNATURE  
BLOCK]

STATE OF UTAH )  
 ) ss.  
COUNTY OF WASHINGTON )

On this \_\_\_\_ day of \_\_\_\_\_, 2019, before me personally \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is signed on the preceding document, and acknowledged before me that he signed it voluntarily for its stated purpose.

\_\_\_\_\_  
NOTARY PUBLIC

[SIGNATURES CONTINUE ON NEXT PAGE]

**DEVELOPER:**

**LITTLE CREEK LAND COMPANY, LLC**

By: \_\_\_\_\_  
Henry Isaksen, Jr., Manager

**JEPSON CANYON RESORT DEVELOPMENT  
CO., INC.,**

By: \_\_\_\_\_  
Henry Isaksen, Jr. President

STATE OF UTAH )  
 ) ss.  
COUNTY OF WASHINGTON )

On this \_\_\_\_ day of \_\_\_\_\_, 2019, before me personally appeared Henry Isaksen, Jr., personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is signed on the preceding document, and acknowledged before me that he signed it voluntarily for its stated purpose.

\_\_\_\_\_  
NOTARY PUBLIC



**EXHIBIT A**

**Legal Description**

## **EXHIBIT B**

### **Master Plan**

## **EXHIBIT C**

### **Proposed Construction Phasing**

Proposed Development Phasing (timing subject to engineering, architectural and funding).

a) Phase One: The Village of Many Nations, plus the 18-pad Paiute Cove neighborhood, plus all necessary roads and utilities, including phase one of the package waste water treatment plant.

b) Phase Two: Construction of the 9-hole Johnny Miller "Short" Course, plus construction of Building #1 of the Log Lodge, plus the Pro Shop and Restaurant and guest check-in building, plus parking for same, plus development of the 12.8 acres of High Density Residential neighborhood, containing 49 lots, plus all necessary roads and utilities, including required expansion of the waste water treatment plant

c) Phase Three: Architectural and engineering for the SouthWest Science Center, plus construction of Building #2 of the Log Lodge, plus the necessary roads and utilities from the entrance to the Paiute Cove neighborhood to the Lodge round-a-about, plus required expansion of the waste water treatment plant.

d) Phase Four: Erection of the temporary building where the World's Largest Bronze Stagecoach will be constructed.

e) Phase Five: Construction of the 15-acre High Density Residential neighborhood, containing 56 lots, plus construction of the road and utilities from the Lodge round-a-bout to the West Boundary round-a-bout, plus engineering for the Aerial Tram, plus construction of Building #3 of the Log Lodge.

f) Phase Six: Construction of the SouthWest Science Center complex, plus construction of the 7.7-acre High Density Residential neighborhood, containing 28 lots.

g) Phase Seven: Construction of the road and utilities from the West Boundary round-a-bout to the round-a-bout at the cliff-top tram terminal, plus install the one million gallon water tank, plus construction of Building #4 of the Log Lodge, plus required expansion of the waste water treatment plant.

h) Phase Eight: Construct the 10.44-acre Low Density "Foothills" neighborhood, containing 18 lots, plus install the Aerial Tram, plus develop the 21.7 acre "Cliff Top Estates, containing 5 lots.

i) Phase Nine: Construct the Observatory, plus develop the two Low Density neighborhoods, containing 34 lots total, plus construct the Science Center Amphitheater, plus airlift the World's Largest Bronze Stagecoach to its permanent location at the top of the cliff.



j) Phase Ten: Construct the 20-acre High Density neighborhood, containing 80 lots, plus construct the necessary roads and utilities, plus expand the waste water treatment plant, plus relocate the temporary metal building that was used to construct the Bronze Stagecoach to the top of cliff and reconfigure it into the "Renaissance Center".

k) Phase Eleven: Construct the 21-acre Medium Density residential neighborhood, containing 49 lots, plus construct the 13.57 acre Low Density neighborhood, containing 17 lots, plus develop the 4.0 acre Town Neighborhood Park, plus construct the necessary roads and utilities, plus expand the waste water treatment plant.

It is anticipated that full completion of the Jepson Canyon Resort project will take between 5 and 7 years

**EXHIBIT D**

**Public Roads**

**Item Attachment Documents:**

5. Approval of the Dump Truck Lease Agreement



## UTAH FIXED EQUIPMENT LEASE

Long Name of Entity: Town of Apple Valley  
Address: 1777 N. Meadowlark Drive  
City, State Zip: Apple Valley, UT 84737  
Attention: Ben Billingsley  
Public Finance Office: Financial Director  
County: Washington  
Amount: 48,574.00  
Rate: 3.35  
Maturity Date: June 25, 2024  
First Pmt Date: July 25, 2019  
Payment Dates: July 25, August 25, September 25, October 25, November 25, December 25,  
January 25, February 25, March 25, April 25, May 25, June 25  
Auto Extend: 4  
Governing Body: Town Council  
Resolution Date: June, 2019  
Dated Date: June, 2019  
Day: 25th  
State: Utah

**\$ 48,574.00**  
**Town of Apple Valley**  
**Lease Purchase Agreement**

- 
- 
1. Lease/Purchases Agreement of the Town of Apple Valley
  2. Exhibit A. Calculation of Interest Component
  3. Exhibit B. Description of Leased Property
  4. Exhibit C. Resolution of Governing Body
  5. Exhibit D. Opinion of Lessee's Counsel
  6. Exhibit E. Security Documents
  7. Exhibit F. Delivery and Acceptance Certificate
  8. Form 8038-G
  9. Wire Transfer Request

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LEASE/PURCHASE AGREEMENT

Dated as of June 25, 2019

by and between

**ZIONS BANCORPORATION, N.A.,**  
as Lessor

and

**TOWN OF APPLE VALLEY,**  
as Lessee

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# TABLE OF CONTENTS

## ARTICLE I

### DEFINITIONS AND EXHIBITS

SECTION 1.1	Definitions and Rules of Construction .....	1
SECTION 1.2	Exhibits .....	2

## ARTICLE II

### REPRESENTATIONS COVENANTS AND WARRANTIES

SECTION 2.1	Representations, Covenants and Warranties of the Lessee .....	3
SECTION 2.2	Representations, Covenants and Warranties of the Bank .....	10

## ARTICLE III

### AGREEMENT TO LEASE; TERM OF

#### LEASE; LEASE PAYMENTS

SECTION 3.1	Lease .....	10
SECTION 3.2	Term .....	10
SECTION 3.3	Termination .....	10
SECTION 3.4	Lease Payments .....	11
SECTION 3.5	Possession of Leased Property Upon Termination .....	11
SECTION 3.6	No Withholding .....	11
SECTION 3.7	Lease Payments to Constitute a Current Obligation of the Lessee .....	11
SECTION 3.8	Net Lease .....	12
SECTION 3.9	Offset .....	12

## ARTICLE IV

### INSURANCE

SECTION 4.1	Insurance .....	12
SECTION 4.2	Damage to or Destruction of the Leased Property .....	12

## ARTICLE V

### COVENANTS

SECTION 5.1	Use of the Leased Property .....	13
SECTION 5.2	Interest in the Leased Property and this Lease .....	13
SECTION 5.3	Maintenance, Utilities, Taxes and Assessments .....	13
SECTION 5.4	Modification of the Leased Property .....	14
SECTION 5.5	Permits .....	14
SECTION 5.6	Bank's Right to Perform for Lessee .....	14
SECTION 5.7	Bank's Disclaimer of Warranties .....	15
SECTION 5.8	Indemnification .....	15
SECTION 5.9	Inclusion for Consideration as Budget Item. ....	15
SECTION 5.10	Annual Financial Information .....	15

## ARTICLE VI

### ASSIGNMENT AND SUBLEASING

SECTION 6.1	Assignment by the Bank .....	15
SECTION 6.2	Assignment and Subleasing by the Lessee .....	15

## ARTICLE VII

### EVENTS OF DEFAULT AND REMEDIES

SECTION 7.1	Events of Default Defined .....	16
SECTION 7.2	Remedies on Default .....	16
SECTION 7.3	No Remedy Exclusive .....	16
SECTION 7.4	Agreement to Pay Attorneys' Fees and Expenses .....	17
SECTION 7.5	Waiver of Certain Damages .....	17

## ARTICLE VIII

### PREPAYMENT OF LEASE PAYMENTS IN PART

SECTION 8.1	Extraordinary Prepayment From Net Proceeds .....	17
SECTION 8.2	Option to Purchase Leased Property .....	17

## ARTICLE IX

### MISCELLANEOUS

SECTION 9.1	Notices .....	17
SECTION 9.2	System of Registration .....	18
SECTION 9.4	Binding Effect .....	18
SECTION 9.5	Amendments .....	18
SECTION 9.6	Section Headings .....	18
SECTION 9.7	Severability .....	18
SECTION 9.8	Entire Agreement .....	18
SECTION 9.9	Execution in Counterparts .....	18
SECTION 9.10	Arbitration .....	19
SECTION 9.11	Applicable Law .....	19

Schedule of Lease Payments .....	Exhibit A
Legal Description of the Leased Property .....	Exhibit B
Resolution of Governing Body .....	Exhibit C
Opinion of Lessee's Counsel .....	Exhibit D
Security Documents .....	Exhibit E
Delivery and Acceptance Certificate .....	Exhibit F

## LEASE/PURCHASE AGREEMENT

THIS LEASE/PURCHASE AGREEMENT, dated as of June 25, 2019, by and between ZIONS BANCORPORATION, N.A., a national banking association duly organized and existing under the laws of the United States of America, as lessor (the "Bank"), and Town of Apple Valley (the "Lessee"), a public agency of the State of Utah (the "State"), duly organized and existing under the Constitution and laws of the State, as lessee;

### W I T N E S S E T H:

WHEREAS, the Lessee desires to finance the acquisition of the equipment and/or other personal property described as the "Leased Property" in Exhibit B (the "Leased Property") by entering into this Lease/Purchase Agreement with the Bank (the "Lease"); and

WHEREAS, the Bank agrees to lease the Leased Property to the Lessee upon the terms and conditions set forth in this Lease, with rental to be paid by the Lessee equal to the Lease Payments hereunder; and

WHEREAS, it is the intent of the parties that the original term of this Lease, and any subsequent renewal terms, shall not exceed 12 months, and that the payment obligation of the Lessee shall not constitute a general obligation under State law; and

WHEREAS, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and delivery of this Lease do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Lease;

NOW, THEREFORE, in consideration of the above premises and of the mutual covenants hereinafter contained and for other good and valuable consideration, the parties hereto agree as follows:

## ARTICLE I

### DEFINITIONS AND EXHIBITS

**SECTION 1.1 Definitions and Rules of Construction.** Unless the context otherwise requires, the capitalized terms used herein shall, for all purposes of this Lease, have the meanings specified in the definitions below. Unless the context otherwise indicates, words importing the singular number shall include the plural number and vice versa. The terms "hereby", "hereof", "hereto", "herein", "hereunder" and any similar terms, as used in this Lease, refer to this Lease as a whole.

"Advance" shall have the meaning set forth in Section 2.1(l)(i)(D) hereof.

"Bank" shall have the meaning set forth in the Preamble hereof.

"Business Day" means any day except a Saturday, Sunday, or other day on which banks in Salt Lake City, Utah or the State are authorized to close.

"Code" means the Internal Revenue Code of 1986, as amended.

"Commencement Date" means the date this Lease is executed by the Bank and the Lessee.

"Event of Nonappropriation" shall have the meaning set forth in Section 3.2 hereof.

“Governing Body” means the governing body of the Lessee.

“Lease Payments” means the rental payments described in Exhibit A hereto.

“Lease Payment Date” shall have the meaning set forth in Section 3.4(a) hereof.

“Leased Property” shall have the meaning set forth in the Whereas clauses hereof.

“Lessee” shall have the meaning set forth in the Preamble hereof.

“Net Proceeds” means insurance or eminent domain proceeds received with respect to the Leased Property less expenses incurred in connection with the collection of such proceeds.

“Obligation Instrument” shall have the meaning set forth in Section 2.1(c) hereof.

“Original Term” shall have the meaning set forth in Section 3.2 hereof.

“Permitted Encumbrances” means, as of any particular time: (i) liens for taxes and assessments, if any, not then delinquent, or which the Lessee may, pursuant to provisions of Section 5.3 hereof, permit to remain unpaid; (ii) this Lease; (iii) any contested right or claim of any mechanic, laborer, materialman, supplier or vendor filed or perfected in the manner prescribed by law to the extent permitted under Section 5.4(b) hereof; (iv) easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions which exist of record as of the execution date of this Lease and which the Lessee hereby certifies will not materially impair the use of the Leased Property by the Lessee; and (v) other rights, reservations, covenants, conditions or restrictions established following the date of execution of this Lease and to which the Bank and the Lessee consent in writing.

“Rebate Exemption” shall have the meaning set forth in Section 2.1(l)(ii)(A) hereof.

“Regulations” shall have the meaning set forth in Section 2.1(l)(i) hereof.

“Renewal Term” shall have the meaning set forth in Section 3.2 hereof.

“Scheduled Term” shall have the meaning set forth in Section 3.2 hereof.

“State” shall have the meaning set forth in the Preamble hereof.

“Term” or “Term of this Lease” means the Original Term and all Renewal Terms provided for in this Lease under Section 3.2 until this Lease is terminated as provided in Section 3.3 hereof.

SECTION 1.2 Exhibits. Exhibits A, B, C, D, E and F attached to this Lease are by this reference made a part of this Lease.



## ARTICLE II

### REPRESENTATIONS, COVENANTS AND WARRANTIES

SECTION 2.1 Representations, Covenants and Warranties of the Lessee. The Lessee represents, covenants and warrants to the Bank as follows:

(a) Due Organization and Existence. The Lessee is a public agency of the State duly organized and existing under the Constitution and laws of the State.

(b) Authorization; Enforceability. The Constitution and laws of the State authorize the Lessee to enter into this Lease and to enter into the transactions contemplated by, and to carry out its obligations under, this Lease. The Lessee has duly authorized, executed and delivered this Lease in accordance with the Constitution and laws of the State. This Lease constitutes the legal, valid and binding special obligation of the Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting the rights of creditors generally.

(c) No Conflicts or Default; Other Liens or Encumbrances. Neither the execution and delivery of this Lease nor the fulfillment of or compliance with the terms and conditions hereof, nor the consummation of the transactions contemplated hereby (i) conflicts with or results in a breach of the terms, conditions, provisions, or restrictions of any existing law, or court or administrative decree, order, or regulation, or agreement or instrument to which the Lessee is now a party or by which the Lessee is bound, **including without limitation any agreement or instrument pertaining to any bond, note, lease, certificate of participation, debt instrument, or any other obligation of the Lessee** (any such bond, note, lease, certificate of participation, debt instrument, and other obligation being referred to herein as an "Obligation Instrument"), (ii) constitutes a default under any of the foregoing, or (iii) results in the creation or imposition of any pledge, lien, charge or encumbrance whatsoever upon any of the property or assets of the Lessee, or upon the Leased Property except for Permitted Encumbrances.

**By way of example, and not to be construed as a limitation on the representations set forth in the immediately preceding paragraph:**

**(A) no portion of the Leased Property is pledged to secure any Obligation Instrument; and**

**(B) the interests of the Lessor in the Leased Property hereunder do not violate the terms, conditions or provisions of any restriction or revenue pledge in any agreement or instrument pertaining to any Obligation Instrument.**

If any Obligation Instrument existing on the date of execution of this Lease creates any pledge, lien, charge or encumbrance on any revenues, property or assets associated with the Leased Property that is higher in priority to the Bank's interests therein under this Lease, the Bank hereby subordinates its interests therein, but only to the extent required pursuant to such existing Obligation Instrument.

(d) Compliance with Open Meeting Requirements. The Governing Body has complied with all applicable open public meeting and notice laws and requirements with respect to the meeting at which the Lessee's execution of this Lease was authorized.

(e) Compliance with Bidding Requirements. Either there are no procurement or public bidding laws of the State applicable to the acquisition and leasing of the Leased Property pursuant to this Lease, or the Governing Body and the Lessee have complied with all such procurement and public bidding laws as may be applicable hereto.

(f) No Adverse Litigation. There are no legal or governmental proceedings or litigation pending, or to the best knowledge of the Lessee threatened or contemplated (or any basis therefor) wherein an unfavorable decision, ruling, or finding might adversely affect the transaction contemplated in or the validity of this Lease.

(g) Opinion of Lessee's Counsel. The letter attached to this Lease as Exhibit D is a true opinion of Lessee's counsel.

(h) Governmental Use of Leased Property. During the Term of this Lease, the Leased Property will be used solely by the Lessee, and only for the purpose of performing one or more governmental or proprietary functions of the Lessee consistent with the permissible scope of the Lessee's authority, and the Leased Property will not be subject to any direct or indirect private business use.

(i) Other Representations and Covenants. The representations, covenants, warranties, and obligations set forth in this Article are in addition to and are not intended to limit any other representations, covenants, warranties, and obligations set forth in this Lease.

(j) No Nonappropriations. The Lessee has never non-appropriated or defaulted under any of its payment or performance obligations or covenants, either under any municipal lease of the same general nature as this Lease, or under any of its bonds, notes, or other obligations of indebtedness for which its revenues or general credit are pledged.

(k) No Legal Violation. The Leased Property is not, and at all times during the Term of this Lease will not be in violation of any federal, state or local law, statute, ordinance or regulation.

(l) General Tax and Arbitrage Representations and Covenants.

(i) The certifications and representations made by the Lessee in this Lease are intended, among other purposes, to be a certificate permitted in Section 1.148-2(b) of the Treasury Regulations promulgated pursuant to Section 148 of the Code (the "Regulations"), to establish the reasonable expectations of the Lessee at the time of the execution of this Lease made on the basis of the facts, estimates and circumstances in existence on the date hereof. The Lessee further certifies and covenants as follows:

(A) The Lessee has not been notified of any disqualification or proposed disqualification of it by the Commissioner of the Internal Revenue Service as an issuer which may certify bond issues.

(B) To the best knowledge and belief of the Lessee, there are no facts, estimates or circumstances that would materially change the conclusions,

certifications or representations set forth in this Lease, and the expectations herein set forth are reasonable.

(C) The Scheduled Term of this Lease does not exceed the useful life of the Leased Property, and the weighted average term of this Lease does not exceed the weighted average useful life of the Leased Property.

(D) Each advance of funds by the Bank to finance Leased Property under this Lease (each an "Advance") will occur only when and to the extent that the Lessee has reasonably determined and identified the nature, need, and cost of each item of Leased Property pertaining to such Advance.

(E) No use will be made of the proceeds of this Lease or any such Advance, or any funds or accounts of the Lessee which may be deemed to be proceeds of this Lease or any such Advance, which use, if it had been reasonably expected on the date of the execution of this Lease or of any such Advance, would have caused this Lease or any such Advance to be classified as an "arbitrage bond" within the meaning of Section 148 of the Code.

(F) The Lessee will at all times comply with the rebate requirements of Section 148(f) of the Code as they pertain to this Lease, to the extent applicable.

(G) In order to preserve the status of this Lease and the Advances as other than "private activity bonds" as described in Sections 103(b)(1) and 141 of the Code, as long as this Lease and any such Advances are outstanding and unpaid:

(I) none of the proceeds from this Lease or the Advances or any facilities or assets financed therewith shall be used for any "private business use" as that term is used in Section 141(b) of the Code and defined in Section 141(b)(6) of the Code;

(II) the Lessee will not allow any such "private business use" to be made of the proceeds of this Lease or the Advances or any facilities or assets financed therewith; and

(III) none of the Advances or Lease Payments due hereunder shall be secured in whole or in part, directly or indirectly, by any interest in any property used in any such "private business use" or by payments in respect of such property and shall not be derived from payments in respect of such property.

(H) The Lessee will not take any action, or omit to take any action, which action or omission would cause the interest component of the Lease Payments to be ineligible for the exclusion from gross income as provided in Section 103 of the Code.

(I) The Lessee is a "governmental unit" within the meaning of Section 141(b)(6) of the Code.

(J) The obligations of the Lessee under this Lease are not federally guaranteed within the meaning of Section 149(b) of the Code.

(K) This Lease and the Advances to be made pursuant hereto do not constitute a "refunding issue" as defined in Section 1.150-1(d) of the Regulations, and no part of the proceeds of this Lease or any such Advances will be used to pay or discharge any obligations of the Lessee the interest on which is or purports to be excludable from gross income under the Code or any predecessor provision of law.

Either (check applicable box):

☐ (I) No Reimbursement for Expenditures Incurred Prior to 60 Days Before the Date the Authorizing Resolution Was Adopted. No proceeds of this Lease and the Advances to be made pursuant hereto will be used to reimburse the Lessee for any expenditures incurred prior to the date sixty (60) days before the date the Governing Body adopted the Authorizing Resolution.

- or -

☐ (II) Prior Expenditures Will be Reimbursed; But No Reimbursement Resolution Was Adopted. If proceeds of this Lease and the Advances to be made pursuant hereto are to be used to reimburse the Lessee for expenditures incurred with respect to the Leased Property prior to the date sixty (60) days before the date the Governing Body adopted the Authorizing Resolution, then proceeds of this Lease and the Advances made hereunder will be used to reimburse only those expenditures that are described below (collectively, "Reimbursable Expenditures"):

(a) **Subsequent Expenditures:** all expenditures incurred with respect to the Leased Property on or after the date the Authorizing Resolution was adopted; plus

(b) **Prior Expenditures:** the following types of expenditures incurred with respect to the Leased Property prior to the date the Authorizing Resolution was adopted:

(1) capital expenditures made no earlier than sixty (60) days before the Authorizing Resolution was adopted; plus

(2) "preliminary expenditures" as described in Section 1.150-2(f)(2) of the Regulations, not in excess of twenty percent (20%) of the aggregate "issue price" (as that term is defined in Section 1.148-1(b) of the Regulations) of this Lease for architectural, engineering, surveying, soil testing, reimbursement bond issuance, and similar costs that are incurred prior to the commencement



of acquisition and/or construction of the Leased Property, other than land acquisition, site preparation, and similar costs incident to commencement of construction; plus

(3) the lesser of \$100,000 or five percent (5%) of the proceeds of this Lease.

- or -

☐ (III) Reimbursement Resolution Has Been Previously Adopted for Reimbursement of Prior Expenditures. The Lessee has previously adopted the Reimbursement Resolution attached hereto as Exhibit \_\_ (the "Reimbursement Resolution") authorizing the reimbursement of "Reimbursable Expenditures," which are defined in the Reimbursement Resolution using the same definition of such term as in (II) above, and this Lease and the Advances to be made pursuant hereto will be used to reimburse only those expenditures pertaining to the Leased Property that qualify as "Reimbursable Expenditures" as so defined.

Any reimbursement pursuant to (I), (II), or (III) above of expenditures incurred prior to the date the Authorizing Resolution was adopted shall be evidenced by an allocation made by or on behalf of the Lessee in writing:

(1) not later than eighteen (18) months after the later of:

(x) the date the original expenditure is paid; or

(y) the date the Leased Property is "placed in service" (as that term is defined in Section 1.150-2(c) of the Regulations) or abandoned;

(2) but in no event more than three (3) years after the original expenditure is paid.

(L) In compliance with Section 149(e) of the Code relating to information reporting, the Lessee will file or cause to be filed with the Internal Revenue Service Center, Ogden, UT 84201, within fifteen (15) days from the execution of this Lease, IRS Form 8038-G or 8038-GC, as appropriate, reflecting the total aggregate amount of Advances that can be made pursuant to this Lease.

(M) None of the proceeds of this Lease or the Advances to be made hereunder will be used directly or indirectly to replace funds of the Lessee used directly or indirectly to acquire obligations at a yield materially higher than the yield on this Lease or otherwise invested in any manner. No portion of the Advances will be made for the purpose of investing such portion at a materially higher yield than the yield on this Lease.

(N) Inasmuch as Advances will be made under this Lease only when and to the extent the Lessee reasonably determines, identifies and experiences the need

therefor, and will remain outstanding and unpaid only until such time as the Lessee has moneys available to repay the same, the Lessee reasonably expects that (I) the Advances will not be made sooner than necessary; (II) no proceeds from the Advances will be invested at a yield higher than the yield on this Lease; and (III) the Advances and this Lease will not remain outstanding and unpaid longer than necessary.

(O) The Lessee will either (i) spend all of the moneys advanced pursuant to this Lease immediately upon receipt thereof, without investment, on the portion of the Leased Property that is to be financed thereby; or (ii) invest such moneys at the highest yield allowable and practicable under the circumstances until they are to be spent on the portion of the Leased Property that is to be financed thereby, and track, keep records of, and pay to the United States of America, all rebatable arbitrage pertaining thereto, at the times, in the amounts, in the manner, and to the extent required under Section 148(f) of the Code and the Treasury Regulations promulgated in connection therewith. At least five percent (5%) of the total amount of moneys that are expected to be advanced pursuant to this Lease are reasonably expected to have been expended on the Leased Property within six (6) months from the date of this Lease. All moneys to be advanced pursuant to this Lease are reasonably expected to have been expended on the Leased Property no later than the earlier of: (I) the date twelve (12) months from the date such moneys are advanced; and (II) the date three (3) years from the date of this Lease.

(P) This Lease and the Advances to be made hereunder are not and will not be part of a transaction or series of transactions that attempts to circumvent the provisions of Section 148 of the Code and the regulations promulgated in connection therewith (I) enabling the Lessee to exploit the difference between tax-exempt and taxable interest rates to gain a material financial advantage, and (II) overburdening the tax-exempt bond market, as those terms are used in Section 1.148-10(a)(2) of the Regulations.

(Q) To the best of the knowledge, information and belief of the Lessee, the above expectations are reasonable. On the basis of the foregoing, it is not expected that the proceeds of this Lease and the Advances to be made hereunder will be used in a manner that would cause this Lease or such Advances to be "arbitrage bonds" under Section 148 of the Code and the regulations promulgated thereunder, and to the best of the knowledge, information and belief of the Lessee, there are no other facts, estimates or circumstances that would materially change the foregoing conclusions.

(ii) Arbitrage Rebate Under Section 148(f) of the Code. With respect to the arbitrage rebate requirements of Section 148(f) of the Code, either (check applicable box):

☐ (A) Lessee Qualifies for Small Issuer Exemption from Arbitrage Rebate. The Lessee hereby certifies and represents that it qualifies for the exception contained in Section 148(f)(4)(D) of the Code from the requirement to rebate arbitrage earnings from investment of proceeds of the Advances made under this Lease (the "Rebate Exemption") as follows:

(1) The Lessee has general taxing powers.

(2) Neither this Lease, any Advances to be made hereunder, nor any portion thereof are private activity bonds as defined in Section 141 of the Code ("Private Activity Bonds").

(3) Ninety-five percent (95%) or more of the net proceeds of the Advances to be made hereunder are to be used for local government activities of the Lessee (or of a governmental unit, the jurisdiction of which is entirely within the jurisdiction of the Lessee).

(4) Neither the Lessee nor any aggregated issuer has issued or is reasonably expected to issue any tax-exempt obligations other than Private Activity Bonds (as those terms are used in Section 148(f)(4)(D) of the Code) during the current calendar year, including the Advances to be made hereunder, which in the aggregate would exceed \$5,000,000 in face amount, or \$15,000,000 in face amount for such portions, if any, of any tax-exempt obligations of the Lessee and any aggregated issuer as are attributable to construction of public school facilities within the meaning of Section 148(f)(4)(D)(vii) of the Code.

For purposes of this Section, "aggregated issuer" means any entity which (a) issues obligations on behalf of the Lessee, (b) derives its issuing authority from the Lessee, or (c) is subject to substantial control by the Lessee.

The Lessee hereby certifies and represents that it has not created, does not intend to create and does not expect to benefit from any entity formed or availed of to avoid the purposes of Section 148(f)(4)(D)(i)(IV) of the Code.

Accordingly, the Lessee will qualify for the Rebate Exemption granted to governmental units issuing less than \$5,000,000 under Section 148(f)(4)(D) of the Code (\$15,000,000 for the financing of public school facilities construction as described above), and the Lessee shall be treated as meeting the requirements of Paragraphs (2) and (3) of Section 148(f) of the Code relating to the required rebate of arbitrage earnings to the United States with respect to this Lease and the Advances to be made hereunder.

- or -

☐ (B) Lessee Will Keep Records of and Will Rebate Arbitrage. The Lessee does not qualify for the small issuer Rebate Exemption described above, and the Lessee hereby certifies and covenants that it will account for, keep the appropriate records of, and pay to the United States, the rebate amount, if any, earned from the investment of gross proceeds of this Lease and the Advances to be made hereunder, at the times, in the amounts, and in the manner prescribed in Section 148(f) of the Code and the applicable Regulations promulgated with respect thereto.

(m) Small Issuer Exemption from Bank Nondeductibility Restriction. Based on the following representations of the Lessee, the Lessee hereby designates this Lease and the interest components of the Lease Payments hereunder as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code: (i) this Lease and the Lease Payments hereunder are not private activity bonds within the meaning of Section 141 of the Code; (ii) the Lessee reasonably anticipates that it, together with all "aggregated issuers," will not issue during the current calendar year obligations (other than those obligations described in clause (iii) below) the interest on which

is excluded from gross income for federal income tax purposes under Section 103 of the Code which, when aggregated with this Lease, will exceed an aggregate principal amount of \$10,000,000; (iii) and notwithstanding clause (ii) above, the Lessee and its aggregated issuers may have issued in the current calendar year and may continue to issue during the remainder of the current calendar year private activity bonds other than qualified 501(c)(3) bonds as defined in Section 145 of the Code. For purposes of this subsection, "aggregated issuer" means any entity which (a) issues obligations on behalf of the Lessee, (b) derives its issuing authority from the Lessee, or (c) is subject to substantial control by the Lessee. The Lessee hereby certifies and represents that it has not created, does not intend to create and does not expect to benefit from any entity formed or availed of to avoid the purposes of Section 265(b)(3)(C) or (D) of the Code.

**SECTION 2.2 Representations, Covenants and Warranties of the Bank.** The Bank is a national banking association, duly organized, existing and in good standing under and by virtue of the laws of the United States of America, has the power to enter into this Lease, is possessed of full power to own and hold real and personal property, and to lease and sell the same, and has duly authorized the execution and delivery of this Lease. This Lease constitutes the legal, valid and binding obligation of the Bank, enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting the rights of creditors generally.

### ARTICLE III

#### AGREEMENT TO LEASE; TERM OF LEASE; LEASE PAYMENTS

**SECTION 3.1 Lease.** The Bank hereby leases the Leased Property to the Lessee, and the Lessee hereby leases the Leased Property from the Bank, upon the terms and conditions set forth herein.

Concurrently with its execution of this Lease, the Lessee shall deliver to the Bank fully completed documents substantially in the forms attached hereto as Exhibits B, C, D E and F hereto. Prior to the Bank making the final Advance hereunder, Lessee shall provide the Bank an executed copy of the Delivery and Acceptance Certificate found in Exhibit F.

**SECTION 3.2 Term.** The Term of this Lease shall commence on the date of execution of this Lease, including delivery to the Bank by the Lessee of fully completed documents in the forms set forth in Exhibits B, C, D and E attached hereto, and continue until the end of the fiscal year of Lessee in effect at the Commencement Date (the "Original Term"). Thereafter, this Lease will be extended for 4 successive additional periods of one year coextensive with Lessee's fiscal year, except for the last such period which may be less than a full fiscal year, (each, a "Renewal Term") subject to an Event of Nonappropriation as described herein below in this Section 3.2 and in Section 3.3(a), with the final Renewal Term ending on June 25, 2024, unless this Lease is terminated as hereinafter provided. The Original Term together with all scheduled Renewal Terms shall be referred to herein as the "Scheduled Term" irrespective of whether this Lease is terminated for any reason prior to the scheduled commencement or termination of any Renewal Term as provided herein.

If Lessee does not appropriate funds for the payment of Lease Payments due for any Renewal Term in the adopted budget of the Lessee for the applicable fiscal year (an "Event of Nonappropriation"), this Lease will terminate upon the expiration of the Original or Renewal Term then in effect and Lessee shall notify Bank of such termination at least ten (10) days prior to the expiration of the Original or Renewal Term then in effect.

**SECTION 3.3 Termination.** This Lease will terminate upon the earliest of any of the following events:

(a) upon the expiration of the Original Term or any Renewal Term of this Lease following an Event of Nonappropriation;

(b) the exercise by Lessee of any option to purchase granted in this Lease by which Lessee purchases all of the Leased Property;

(c) a default by Lessee and Bank's election to terminate this Lease under Article VII herein; or

(d) the expiration of the Scheduled Term of this Lease, the Lessee having made payment of all Lease Payments accrued to such date.

#### SECTION 3.4 Lease Payments.

(a) Time and Amount. During the Term of this Lease and so long as this Lease has not terminated pursuant to Section 3.3, the Lessee agrees to pay to the Bank, its successors and assigns, as annual rental for the use and possession of the Leased Property, the Lease Payments (denominated into components of principal and interest) in the amounts specified in Exhibit A, to be due and payable in arrears on each payment date identified in Exhibit A (or if such day is not a Business Day, the next succeeding Business Day) specified in Exhibit A (the "Lease Payment Date").

(b) Rate on Overdue Payments. In the event the Lessee should fail to make any of the Lease Payments required in this Section, the Lease Payment in default shall continue as an obligation of the Lessee until the amount in default shall have been fully paid, and the Lessee agrees to pay the same with interest thereon, to the extent permitted by law, from the date such amount was originally payable at the rate equal to the original interest rate payable with respect to such Lease Payments.

(c) Additional Payments. Any additional payments required to be made by the Lessee hereunder, including but not limited to Sections 4.1, 5.3, and 7.4 of this Lease, shall constitute additional rental for the Leased Property.

SECTION 3.5 Possession of Leased Property Upon Termination. Upon termination of this Lease pursuant to Sections 3.3(a), or (c), the Lessee shall transfer the Leased Property to the Bank in such manner as may be specified by the Bank, and the Bank shall have the right to take possession of the Leased Property by virtue of the Bank's ownership interest as lessor of the Leased Property, and the Lessee at the Bank's direction shall ship the Leased Property to the destination designated by the Bank by loading the Leased Property at the Lessee's cost and expense, on board such carrier as the Bank shall specify.

SECTION 3.6 No Withholding. Notwithstanding any dispute between the Bank and the Lessee, in connection with this Lease or otherwise, including a dispute as to the failure of any portion of the Leased Property in use by or possession of the Lessee to perform the task for which it is leased, the Lessee shall make all Lease Payments when due and shall not withhold any Lease Payments pending the final resolution of such dispute.

SECTION 3.7 Lease Payments to Constitute a Current Obligation of the Lessee. Notwithstanding any other provision of this Lease, the Lessee and the Bank acknowledge and agree that the obligation of the Lessee to pay Lease Payments hereunder constitutes a current special obligation of the Lessee payable exclusively from current and legally available funds and shall not in any way be construed to be an indebtedness of the Lessee within the meaning of any constitutional or statutory limitation or requirement applicable to the Lessee concerning the creation of indebtedness. The Lessee has not hereby pledged the general tax revenues or credit of the Lessee to the payment of the Lease Payments, or the interest thereon, nor



shall this Lease obligate the Lessee to apply money of the Lessee to the payment of Lease Payments beyond the then current Original Term or Renewal Term, as the case may be, or any interest thereon.

SECTION 3.8 Net Lease. This Lease shall be deemed and construed to be a “net-net-net lease” and the Lessee hereby agrees that the Lease Payments shall be an absolute net return to the Bank, free and clear of any expenses, charges or set-offs whatsoever, except as expressly provided herein.

SECTION 3.9 Offset. Lease Payments or other sums payable by Lessee pursuant to this Lease shall not be subject to set-off, deduction, counterclaim or abatement and Lessee shall not be entitled to any credit against such Lease Payments or other sums for any reason whatsoever, including, but not limited to: (i) any accident or unforeseen circumstances; (ii) any damage or destruction of the Leased Property or any part thereof; (iii) any restriction or interference with Lessee's use of the Leased Property; (iv) any defects, breakdowns, malfunctions, or unsuitability of the Leased Property or any part thereof; or (v) any dispute between the Lessee and the Bank, any vendor or manufacturer of any part of the Leased Property, or any other person.

## ARTICLE IV

### INSURANCE

SECTION 4.1 Insurance. Lessee, at Bank's option, will either self-insure, or at Lessee's cost, will cause casualty insurance and property damage insurance to be carried and maintained on the Leased Property, with all such coverages to be in such amounts sufficient to cover the value of the Leased Property at the commencement of this Lease (as determined by the purchase price paid for the Leased Property), and public liability insurance with respect to the Leased Property in the amounts required by law, but in no event with a policy limit less than \$1,000,000 per occurrence. All insurance shall be written in such forms, to cover such risks, and with such insurers, as are customary for public entities such as the Lessee. A combination of self-insurance and policies of insurance may be utilized. If policies of insurance are obtained, Lessee will cause Bank to be a loss payee as its interest under this Lease may appear on such property damage insurance policies, and an additional insured on a primary and noncontributory basis on such public liability insurance in an amount equal to or exceeding the minimum limit stated herein. Subject to Section 4.2, insurance proceeds from insurance policies or budgeted amounts from self-insurance as relating to casualty and property damage losses will, to the extent permitted by law, be payable to Bank in an amount equal to the then outstanding principal and accrued interest components of the Lease Payments at the time of such damage or destruction as provided by Section 8.1. Lessee will deliver to Bank the policies or evidences of insurance or self-insurance satisfactory to Bank, together with receipts for the applicable premiums before the Leased Property is delivered to Lessee and at least thirty (30) days before the expiration of any such policies. By endorsement upon the policy or by independent instrument furnished to Bank, such insurer will agree that it will give Bank at least thirty (30) days' written notice prior to cancellation or alteration of the policy. Lessee will carry workers compensation insurance covering all employees working on, in, or about the Leased Property, and will require any other person or entity working on, in, or about the Leased Property to carry such coverage, and will furnish to Bank certificates evidencing such coverages throughout the Term of this Lease.

SECTION 4.2 Damage to or Destruction of the Leased Property. If all or any part of the Leased Property is lost, stolen, destroyed, or damaged, Lessee will give Bank prompt notice of such event and will, to the extent permitted by law, repair or replace the same at Lessee's cost. If such lost, stolen, destroyed or damaged Leased Property is equipment, it shall be repaired or replaced within thirty (30) days after such event. If such lost, stolen, destroyed or damaged Leased Property is other than equipment, it shall be repaired or replaced within one hundred eighty (180) days after such event. Any replaced Leased Property will be substituted in this Lease by appropriate endorsement. All insurance proceeds received by Bank under the policies required under Section 4.1 with respect to the Leased Property lost, stolen, destroyed, or damaged, will be paid to Lessee if the Leased Property is repaired or replaced by Lessee as required by this Section. If

Lessee fails or refuses to make the required repairs or replacement, such proceeds will be paid to Bank to the extent of the then remaining portion of the Lease Payments to become due during the Scheduled Term of this Lease less that portion of such Lease Payments attributable to interest which will not then have accrued as provided in Section 8.1. No loss, theft, destruction, or damage to the Leased Property will impose any obligation on Bank under this Lease, and this Lease will continue in full force and effect regardless of such loss, theft, destruction, or damage. Lessee assumes all risks and liabilities, whether or not covered by insurance, for loss, theft, destruction, or damage to the Leased Property and for injuries or deaths of persons and damage to property however arising, whether such injury or death be with respect to agents or employees of Lessee or of third parties, and whether such damage to property be to Lessee's property or to the property of others.

## ARTICLE V

### COVENANTS

**SECTION 5.1 Use of the Leased Property.** The Lessee represents and warrants that it has an immediate and essential need for the Leased Property to carry out and give effect to the public purposes of the Lessee, which need is not temporary or expected to diminish in the foreseeable future, and that it expects to make immediate use of all of the Leased Property.

The Lessee hereby covenants that it will install, use, operate, maintain, and service the Leased Property in accordance with all vendors' instructions and in such a manner as to preserve all warranties and guarantees with respect to the Leased Property.

The Lessor hereby assigns to the Lessee, without recourse, for the Term of this Lease, all manufacturer warranties and guaranties, express or implied, pertinent to the Leased Property, and the Lessor directs the Lessee to obtain the customary services furnished in connection with such warranties and guaranties at the Lessee's expense; provided, however, that the Lessee hereby agrees that it will reassign to the Lessor all such warranties and guaranties in the event of termination of this Lease pursuant to Sections 3.3(a) or 3.3(c).

**SECTION 5.2 Interest in the Leased Property and this Lease.** Upon expiration of the Term as provided in Section 3.3(b) or 3.3(d) hereof, all right, title and interest of the Bank in and to all of the Leased Property shall be transferred to and vest in the Lessee, without the necessity of any additional document of transfer.

### **SECTION 5.3 Maintenance, Utilities, Taxes and Assessments.**

(a) **Maintenance; Repair and Replacement.** Throughout the Term of this Lease, as part of the consideration for the rental of the Leased Property, all repair and maintenance of the Leased Property shall be the responsibility of the Lessee, and the Lessee shall pay for or otherwise arrange for the payment of the cost of the repair and replacement of the Leased Property excepting ordinary wear and tear, and the Lessee hereby covenants and agrees that it will comply with all vendors' and manufacturers' maintenance and warranty requirements pertaining to the Leased Property. In exchange for the Lease Payments herein provided, the Bank agrees to provide only the Leased Property, as hereinbefore more specifically set forth.

(b) **Tax and Assessments; Utility Charges.** The Lessee shall also pay or cause to be paid all taxes and assessments, including but not limited to utility charges, of any type or nature charged to the Lessee or levied, assessed or charged against any portion of the Leased Property or the respective interests or estates therein; provided that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Lessee

shall be obligated to pay only such installments as are required to be paid during the Term of this Lease as and when the same become due.

(c) Contests. The Lessee may, at its expense and in its name, in good faith contest any such taxes, assessments, utility and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom; provided that prior to such nonpayment it shall furnish the Bank with the opinion of an independent counsel acceptable to the Bank to the effect that, by nonpayment of any such items, the interest of the Bank in such portion of the Leased Property will not be materially endangered and that the Leased Property will not be subject to loss or forfeiture. Otherwise, the Lessee shall promptly pay such taxes, assessments or charges or make provisions for the payment thereof in form satisfactory to the Bank.

#### SECTION 5.4 Modification of the Leased Property.

(a) Additions, Modifications and Improvements. The Lessee shall, at its own expense, have the right to make additions, modifications, and improvements to any portion of the Leased Property if such improvements are necessary or beneficial for the use of such portion of the Leased Property. All such additions, modifications and improvements shall thereafter comprise part of the Leased Property and be subject to the provisions of this Lease. Such additions, modifications and improvements shall not in any way damage any portion of the Leased Property or cause it to be used for purposes other than those authorized under the provisions of State and federal law or in any way which would impair the exclusion from gross income for federal income tax purposes of the interest components of the Lease Payments; and the Leased Property, upon completion of any additions, modifications and improvements made pursuant to this Section, shall be of a value which is not substantially less than the value of the Leased Property immediately prior to the making of such additions, modifications and improvements.

(b) No Liens. Except for Permitted Encumbrances, the Lessee will not permit (i) any liens or encumbrances to be established or remain against the Leased Property or (ii) any mechanic's or other lien to be established or remain against the Leased Property for labor or materials furnished in connection with any additions, modifications or improvements made by the Lessee pursuant to this Section; provided that if any such mechanic's lien is established and the Lessee shall first notify or cause to be notified the Bank of the Lessee's intention to do so, the Lessee may in good faith contest any lien filed or established against the Leased Property, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom and shall provide the Bank with full security against any loss or forfeiture which might arise from the nonpayment of any such item, in form satisfactory to the Bank. The Bank will cooperate fully in any such contest.

SECTION 5.5 Permits. The Lessee will provide all permits and licenses necessary for the ownership, possession, operation, and use of the Leased Property, and will comply with all laws, rules, regulations, and ordinances applicable to such ownership, possession, operation, and use. If compliance with any law, rule, regulation, ordinance, permit, or license requires changes or additions to be made to the Leased Property, such changes or additions will be made by the Lessee at its own expense.

SECTION 5.6 Bank's Right to Perform for Lessee. If the Lessee fails to make any payment or to satisfy any representation, covenant, warranty, or obligation contained herein or imposed hereby, the Bank may (but need not) make such payment or satisfy such representation, covenant, warranty, or obligation, and the amount of such payment and the expense of any such action incurred by the Bank, as the case may be, will be deemed to be additional rent payable by the Lessee on the Bank's demand.

SECTION 5.7 Bank's Disclaimer of Warranties. The Bank has played no part in the selection of the Leased Property, the Lessee having selected the Leased Property independently from the Bank. The Bank, at the Lessee's request, has acquired or arranged for the acquisition of the Leased Property and shall lease the same to the Lessee as herein provided, the Bank's only role being the facilitation of the financing of the Leased Property for the Lessee. THE BANK MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, QUALITY, DURABILITY, SUITABILITY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY THE LESSEE OF THE LEASED PROPERTY, OR ANY PORTION THEREOF. THE LESSEE ACKNOWLEDGES THAT THE BANK IS NOT A MANUFACTURER OR VENDOR OF ALL OR ANY PORTION OF THE LEASED PROPERTY, AND THAT THE LESSEE IS LEASING THE LEASED PROPERTY AS IS. In no event shall the Bank be liable for incidental, direct, indirect, special or consequential damages, in connection with or arising out of this Lease, for the existence, furnishing, functioning or Lessee's use and possession of the Leased Property.

SECTION 5.8 Indemnification. To the extent permitted by applicable law, the Lessee hereby agrees to indemnify and hold harmless the Bank, its directors, officers, shareholders, employees, agents, and successors from and against any loss, claim, damage, expense, and liability resulting from or attributable to the acquisition, construction, or use of the Leased Property. Notwithstanding the foregoing, the Bank shall not be indemnified for any liability resulting from the gross negligence or willful misconduct of the Bank.

SECTION 5.9 Inclusion for Consideration as Budget Item. During the Term of this Lease, the Lessee covenants and agrees that it shall give due consideration, in accordance with applicable law, as an item for expenditure during its annual budget considerations, of an amount necessary to pay Lease Payments for the Leased Property during the next succeeding Renewal Term. Nothing herein shall be construed to direct or require that Lessee take or direct that any legislative act be done, or that the Governing Body of Lessee improperly or unlawfully delegate any of its legislative authority.

SECTION 5.10 Annual Financial Information. During the Term of this Lease, the Lessee covenants and agrees to provide the Bank as soon as practicable when they are available: (i) a copy of the Lessee's final annual budget for each fiscal year; (ii) a copy of the Lessee's most recent financial statements; and (iii) any other financial reports the Bank may request from time to time.

## ARTICLE VI

### ASSIGNMENT AND SUBLEASING

SECTION 6.1 Assignment by the Bank. The parties hereto agree that all rights of Bank hereunder may be assigned, transferred or otherwise disposed of, either in whole or in part, including without limitation transfer to a trustee pursuant to a trust arrangement under which the trustee issues certificates of participation evidencing undivided interests in this Lease and/or the rights to receive Lease Payments hereunder, provided that notice of any such assignment, transfer or other disposition is given to Lessee.

SECTION 6.2 Assignment and Subleasing by the Lessee. The Lessee may not assign this Lease or sublease all or any portion of the Leased Property unless both of the following shall have occurred: (i) the Bank shall have consented to such assignment or sublease; and (ii) the Bank shall have received assurance acceptable to the Bank that such assignment or sublease: (A) is authorized under applicable state law, (B) will not adversely affect the validity of this Lease, and (C) will not adversely affect the exclusion from gross income for federal income tax purposes of the interest components of the Lease Payments.

## ARTICLE VII

### EVENTS OF DEFAULT AND REMEDIES

SECTION 7.1 Events of Default Defined. The following shall be “events of default” under this Lease and the terms “events of default” and “default” shall mean, whenever they are used in this Lease, any one or more of the following events:

(a) Payment Default. Failure by the Lessee to pay any Lease Payment required to be paid hereunder by the corresponding Lease Payment Date.

(b) Covenant Default. Failure by the Lessee to observe and perform any warranty, covenant, condition or agreement on its part to be observed or performed herein or otherwise with respect hereto other than as referred to in clause (a) of this Section, for a period of 30 days after written notice specifying such failure and requesting that it be remedied has been given to the Lessee by the Bank; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Bank shall not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the Lessee within the applicable period and diligently pursued until the default is corrected.

(c) Bankruptcy or Insolvency. The filing by the Lessee of a case in bankruptcy, or the subjection of any right or interest of the Lessee under this Lease to any execution, garnishment or attachment, or adjudication of the Lessee as a bankrupt, or assignment by the Lessee for the benefit of creditors, or the entry by the Lessee into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to the Lessee in any proceedings instituted under the provisions of the federal bankruptcy code, as amended, or under any similar act which may hereafter be enacted.

The foregoing provisions of this Section 7.1 are subject to the provisions of Section 3.2 hereof with respect to nonappropriation.

SECTION 7.2 Remedies on Default. Whenever any event of default referred to in Section 7.1 hereof shall have happened and be continuing, the Bank shall have the right, at its sole option without any further demand or notice to take one or any combination of the following remedial steps:

(a) take possession of the Leased Property by virtue of the Bank’s ownership interest as lessor of the Leased Property;

(b) hold the Lessee liable for the difference between (i) the rents and other amounts payable by Lessee hereunder to the end of the then current Original Term or Renewal Term, as appropriate, and (ii) the rent paid by a lessee of the Leased Property pursuant to such lease; and

(c) take whatever action at law or in equity may appear necessary or desirable to enforce its right hereunder.

SECTION 7.3 No Remedy Exclusive. No remedy conferred herein upon or reserved to the Bank is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Bank to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice, other than such notice as may be required in this Article or by law.



SECTION 7.4 Agreement to Pay Attorneys' Fees and Expenses. In the event either party to this Lease should default under any of the provisions hereof and the nondefaulting party should employ attorneys or incur other expenses for the collection of moneys or the enforcement of performance or observance of any obligation or agreement on the part of the defaulting party contained herein, the defaulting party agrees that it will pay on demand to the nondefaulting party the reasonable fees of such attorneys and such other expenses so incurred by the nondefaulting party.

SECTION 7.5 Waiver of Certain Damages. With respect to all of the remedies provided for in this Article VII, the Lessee hereby waives any damages occasioned by the Bank's repossession of the Leased Property upon an event of default.

## ARTICLE VIII

### PREPAYMENT OF LEASE PAYMENTS IN PART

SECTION 8.1 Extraordinary Prepayment From Net Proceeds. To the extent, if any, required pursuant to Section 4.1 the Lessee shall be obligated to purchase the Leased Property by prepaying the Lease Payments in whole or in part on any date, from and to the extent of any Net Proceeds or other moneys pursuant to Article IV hereof. The Lessee and the Bank hereby agree that in the case of such prepayment of the Lease Payments in part, such Net Proceeds or other moneys shall be credited toward the Lessee's obligations hereunder pro rata among Lease Payments so that following prepayment, the remaining annual Lease Payments will be proportional to the initial annual Lease Payments.

SECTION 8.2 Option to Purchase Leased Property. Subject to the terms and conditions of this Section, the Bank hereby grants an option to the Lessee to purchase all or a portion of the Leased Property by paying on any date a price equal to the portion of the outstanding principal component of the Lease Payments that is allocable to such portion of the Leased Property that is being so purchased, without premium, plus the accrued interest component of such portion of the Lease Payments to such payment date. To exercise this option, the Lessee must deliver to the Bank written notice specifying the date on which the Leased Property is to be purchased (the "Closing Date"), which notice must be delivered to the Bank at least thirty (30) days prior to the Closing Date specified therein. The Lessee may purchase the Leased Property pursuant to the option granted in this Section only if the Lessee has made all Lease Payments when due (or has remedied any defaults in the payment of Lease Payments, in accordance with the provisions of this Lease) and all other warranties, representations, covenants, and obligations of the Lessee under this Lease have been satisfied (or all breaches thereof have been waived by the Bank in writing).

Upon the expiration of the Scheduled Term of this Lease and provided that all conditions of the immediately preceding paragraph have been satisfied (except those pertaining to notice), the Lessee shall be deemed to have purchased the Leased Property (without the need for payment of additional moneys) and shall be vested with all rights and title to the Leased Property.

## ARTICLE IX

### MISCELLANEOUS

SECTION 9.1 Notices. Unless otherwise specifically provided herein, all notices shall be in writing addressed to the respective party as set forth below (or to such other address as the party to whom such notice is intended shall have previously designated by written notice to the serving party), and may be personally served, telecopied, or sent by overnight courier service or United States mail:

If to Bank:

If to the Lessee:

ZIONS BANCORPORATION, N.A.  
One South Main Street, 17<sup>th</sup> Floor  
Salt Lake City, Utah 84133  
Attention: Kirsi Hansen

Town of Apple Valley  
1777 N. Meadowlark Drive  
Apple Valley, UT 84737  
Attention: Ben Billingsley

Such notices shall be deemed to have been given: (a) if delivered in person, when delivered; (b) if delivered by telecopy, on the date of transmission if transmitted by 4:00 p.m. (Salt Lake City time) on a Business Day or, if not, on the next succeeding Business Day; (c) if delivered by overnight courier, two Business Days after delivery to such courier properly addressed; or (d) if by United States mail, four Business Days after depositing in the United States mail, postage prepaid and properly addressed.

SECTION 9.2 System of Registration. The Lessee shall be the Registrar for this Lease and the rights to payments hereunder. The Bank shall be the initial Registered Owner of rights to receive payments hereunder. If the Bank transfers its rights to receive payments hereunder, the Registrar shall note on this Lease the name and address of the transferee.

SECTION 9.3 Instruments of Further Assurance. To the extent, if any, that the Bank's interest in the Leased Property as Lessor under this Lease is deemed to be a security interest in the Leased Property, then the Lessee shall be deemed to have granted, and in such event the Lessee does hereby grant, a security interest in the Leased Property to the Bank, which security interest includes proceeds, and this Lease shall constitute a security agreement under applicable law. Concurrently with the execution of this Lease, the Lessee has executed, delivered, and filed and/or recorded all financing statements, UCC forms, mortgages, deeds of trust, notices, filings, and/or other instruments, in form required for filing and/or recording thereof, as are required under applicable law to fully perfect such security interest of the Bank in the Leased Property (collectively, "Security Documents"). Attached hereto as Exhibit E are copies of all such Security Documents. The Lessee will do, execute, acknowledge, deliver and record, or cause to be done, executed, acknowledged, delivered and recorded, such additional acts, notices, filings and instruments as the Bank may require in its sole discretion to evidence, reflect and perfect the title, ownership, leasehold interest, security interest and/or other interest of the Bank in and to any part or all of the Leased Property, promptly upon the request of the Bank.

SECTION 9.4 Binding Effect. This Lease shall inure to the benefit of and shall be binding upon the Bank and the Lessee and their respective successors and assigns.

SECTION 9.5 Amendments. This Lease may be amended or modified only upon the written agreement of both the Bank and the Lessee.

SECTION 9.6 Section Headings. Section headings are for reference only and shall not be used to interpret this Lease.

SECTION 9.7 Severability. In the event any provision of this Lease shall be held invalid or unenforceable by a court of competent jurisdiction, to the extent permitted by law, such holding shall not invalidate or render unenforceable any other provision hereof.

SECTION 9.8 Entire Agreement. This Lease and the attached Exhibits constitute the entire agreement between the Bank and the Lessee and supersedes any prior agreement between the Bank and the Lessee with respect to the Leased Property, except as is set forth in an Addendum, if any, which is made a part of this Lease and which is signed by both the Bank and the Lessee.

SECTION 9.9 Execution in Counterparts. This Lease may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 9.10 Arbitration. To the extent permitted by law, any dispute, controversy or claim arising out of or based upon the terms of this Lease or the transactions contemplated hereby shall be settled exclusively and finally by binding arbitration. Upon written demand for arbitration by any party hereto, the parties to the dispute shall confer and attempt in good faith to agree upon one arbitrator. If the parties have not agreed upon an arbitrator within thirty (30) days after receipt of such written demand, each party to the dispute shall appoint one arbitrator and those two arbitrators shall agree upon a third arbitrator. Any arbitrator or arbitrators appointed as provided in this section shall be selected from panels maintained by, and the binding arbitration shall be conducted in accordance with the commercial arbitration rules of, the American Arbitration Association (or any successor organization), and such arbitration shall be binding upon the parties. The arbitrator or arbitrators shall have no power to add or detract from the agreements of the parties and may not make any ruling or award that does not conform to the terms and conditions of this Lease. The arbitrator or arbitrators shall have no authority to award punitive damages or any other damages not measured by the prevailing party's actual damages. Judgment upon an arbitration award may be entered in any court having jurisdiction. The prevailing party in the arbitration proceedings shall be awarded reasonable attorney fees and expert witness costs and expenses.

SECTION 9.11 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the Bank has caused this Lease to be executed in its name by its duly authorized officer, and the Lessee has caused this Lease to be executed in its name by its duly authorized officer, as of the date first above written.

**ZIONS BANCORPORATION, N.A.,** as Lessor

By: \_\_\_\_\_  
Authorized Officer

**TOWN OF APPLE VALLEY,** as Lessee

By: \_\_\_\_\_  
\_\_\_\_\_  
Title

EXHIBIT A

FIXED RATE

LEASE PAYMENT DEBT SERVICE SCHEDULE\*

**1. Interest.** Interest components payable on the principal amount outstanding have been computed at the rate of three and thirty-five hundredths percent (3.35%) per annum calculated based on actual number of days elapsed during a 360-day year.



## 2. Payment Dates and Amounts.

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
06/25/2019	-	-	-	-	-
07/25/2019	744.78	3.350%	135.60	880.38	-
08/25/2019	746.86	3.350%	133.52	880.38	-
09/25/2019	748.94	3.350%	131.44	880.38	-
10/25/2019	751.03	3.350%	129.35	880.38	-
11/25/2019	753.13	3.350%	127.25	880.38	-
12/25/2019	755.23	3.350%	125.15	880.38	-
01/25/2020	757.34	3.350%	123.04	880.38	-
02/25/2020	759.45	3.350%	120.92	880.37	-
03/25/2020	761.57	3.350%	118.80	880.37	-
04/25/2020	763.70	3.350%	116.68	880.38	-
05/25/2020	765.83	3.350%	114.55	880.38	-
06/25/2020	767.97	3.350%	112.41	880.38	10,564.54
07/25/2020	770.11	3.350%	110.26	880.37	-
08/25/2020	772.26	3.350%	108.11	880.37	-
09/25/2020	774.42	3.350%	105.96	880.38	-
10/25/2020	776.58	3.350%	103.80	880.38	-
11/25/2020	778.75	3.350%	101.63	880.38	-
12/25/2020	780.92	3.350%	99.45	880.37	-
01/25/2021	783.10	3.350%	97.27	880.37	-
02/25/2021	785.29	3.350%	95.09	880.38	-
03/25/2021	787.48	3.350%	92.90	880.38	-
04/25/2021	789.68	3.350%	90.70	880.38	-
05/25/2021	791.89	3.350%	88.49	880.38	-
06/25/2021	794.10	3.350%	86.28	880.38	10,564.52
07/25/2021	796.31	3.350%	84.07	880.38	-
08/25/2021	798.54	3.350%	81.84	880.38	-
09/25/2021	800.77	3.350%	79.61	880.38	-
10/25/2021	803.00	3.350%	77.38	880.38	-
11/25/2021	805.24	3.350%	75.14	880.38	-
12/25/2021	807.49	3.350%	72.89	880.38	-
01/25/2022	809.74	3.350%	70.63	880.37	-
02/25/2022	812.00	3.350%	68.37	880.37	-
03/25/2022	814.27	3.350%	66.11	880.38	-
04/25/2022	816.54	3.350%	63.83	880.37	-
05/25/2022	818.82	3.350%	61.55	880.37	-
06/25/2022	821.11	3.350%	59.27	880.38	10,564.52
07/25/2022	823.40	3.350%	56.98	880.38	-
08/25/2022	825.70	3.350%	54.68	880.38	-
09/25/2022	828.01	3.350%	52.37	880.38	-
10/25/2022	830.32	3.350%	50.06	880.38	-
11/25/2022	832.64	3.350%	47.74	880.38	-
12/25/2022	834.96	3.350%	45.42	880.38	-
01/25/2023	837.29	3.350%	43.09	880.38	-
02/25/2023	839.63	3.350%	40.75	880.38	-
03/25/2023	841.97	3.350%	38.41	880.38	-
04/25/2023	844.32	3.350%	36.06	880.38	-
05/25/2023	846.68	3.350%	33.70	880.38	-
06/25/2023	849.04	3.350%	31.33	880.37	10,564.55
07/25/2023	851.41	3.350%	28.96	880.37	-
08/25/2023	853.79	3.350%	26.59	880.38	-
09/25/2023	856.17	3.350%	24.20	880.37	-
10/25/2023	858.56	3.350%	21.81	880.37	-
11/25/2023	860.96	3.350%	19.42	880.38	-
12/25/2023	863.36	3.350%	17.01	880.37	-
01/25/2024	865.78	3.350%	14.60	880.38	-
02/25/2024	868.19	3.350%	12.19	880.38	-
03/25/2024	870.62	3.350%	9.76	880.38	-
04/25/2024	873.05	3.350%	7.33	880.38	-
05/25/2024	875.48	3.350%	4.89	880.37	-
06/25/2024	877.93	3.350%	2.45	880.38	10,564.51
<b>Total</b>	<b>\$48,573.50</b>	<b>-</b>	<b>\$4,249.14</b>	<b>\$52,822.64</b>	<b>-</b>

EXHIBIT B

DESCRIPTION OF THE LEASED PROPERTY

2008 International Dump Truck  
VIN # 1HTMMAAMX8H655053

EXHIBIT C

RESOLUTION OF GOVERNING BODY

**A resolution approving the form of the Lease/Purchase Agreement with ZIONS BANCORPORATION, N.A., Salt Lake City, Utah and authorizing the execution and delivery thereof.**

*Whereas*, The Town Council (the “Governing Body”) of Town of Apple Valley (the “Lessee”) has determined that the leasing of the property described in the Lease/Purchase Agreement (the “Lease/Purchase Agreement”) presented at this meeting is for a valid public purpose and is essential to the operations of the Lessee; and

*Whereas*, the Governing Body has reviewed the form of the Lease/Purchase Agreement and has found the terms and conditions thereof acceptable to the Lessee; and

*Whereas*, either there are no legal bidding requirements under applicable law to arrange for the leasing of such property under the Lease/Purchase Agreement, or the Governing Body has taken the steps necessary to comply with the same with respect to the Lease/Purchase Agreement.

*Be it resolved* by the Governing Body of Town of Apple Valley as follows:

SECTION 1. The terms of said Lease/Purchase Agreement are in the best interests of the Lessee for the leasing of the property described therein.

SECTION 2. The appropriate officers and officials of the Lessee are hereby authorized and directed to execute and deliver the Lease/Purchase Agreement in substantially the form presented to this meeting and any related documents and certificates necessary to the consummation of the transactions contemplated by the Lease/Purchase Agreement for and on behalf of the Lessee. The officers and officials of the Lessee may make such changes to the Lease/Purchase Agreement and related documents and certificates as such officers and officials deem necessary or desirable, such approval to be conclusively evidenced by the execution and delivery thereof.

SECTION 3. The officers and officials of the Governing Body and the Lessee are hereby authorized and directed to fulfill all obligations under the terms of the Lease/Purchase Agreement.

Adopted and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

By \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Attest:

By \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

STATE OF UTAH

)

) ss.

COUNTY OF WASHINGTON

)

I, \_\_\_\_\_ hereby certify that I am the duly qualified and acting  
\_\_\_\_\_ of Town of Apple Valley (the "Lessee").  
(Title)

I further certify that the above and foregoing instrument constitutes a true and correct copy of the minutes of a regular meeting of the governing body including a Resolution adopted at said meeting held on June 20, 2019, as said minutes and Resolution are officially of record in my possession, and that a copy of said Resolution was deposited in my office on \_\_\_\_\_, 2019.

*In witness whereof*, I have hereunto set my hand on behalf of the Lessee this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

By \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_



EXHIBIT D  
Opinion of Lessee's Counsel

To:     ZIONS BANCORPORATION, N.A.  
          One South Main Street, 17<sup>th</sup> Floor  
          Salt Lake City, Utah 84133

As counsel for Town of Apple Valley ("Lessee"), I have examined duly executed originals of the Lease/Purchase Agreement (the "Lease") dated this 25th day of June, 2019, between the Lessee and ZIONS BANCORPORATION, N.A., Salt Lake City, Utah ("Bank"), and the proceedings taken by Lessee to authorize and execute the Lease (the "Proceedings"). Based upon such examination as I have deemed necessary or appropriate, I am of the opinion that:

1. Lessee is a body corporate and politic, legally existing under the laws of the State of Utah (the "State").

2. The Lease and the Proceedings have been duly adopted, authorized, executed, and delivered by Lessee, and do not require the seal of Lessee to be effective, valid, legal, or binding.

3. The governing body of Lessee has complied with all applicable open public meeting and notice laws and requirements with respect to the meeting at which the Proceedings were adopted and the Lessee's execution of the Lease was authorized.

4. The Lease is a legal, valid, and binding obligation of Lessee, enforceable against Lessee in accordance with its terms except as limited by the state and federal laws affecting remedies and by bankruptcy, reorganization, or other laws of general application affecting the enforcement of creditor's rights generally.

5. Either there are no usury laws of the State applicable to the Lease, or the Lease is in accordance with and does not violate all such usury laws as may be applicable.

6. Either there are no procurement or public bidding laws of the State applicable to the acquisition and leasing of the Leased Property (as defined in the Lease) from the Bank under the Lease, or the acquisition and leasing of the Leased Property from the Bank under the Lease comply with all such procurement and public bidding laws as may be applicable.

7. There are no legal or governmental proceedings or litigation pending or, to the best of my knowledge, threatened or contemplated (or any basis therefor) wherein an unfavorable decision, ruling or finding might adversely affect the transactions contemplated in or the validity of the Lease.

8. The adoption, execution and/or delivery of the Lease and the Proceedings, and the compliance by the Lessee with their provisions, will not conflict with or constitute a breach of or default under any court decree or order or any agreement, indenture, lease or other instrument or any existing law or administrative regulation, decree or order to which the Lessee is subject or by which the Lessee is or may be bound.

9. Although we are not opining as to the ownership of the Leased Property or the priority of liens thereon, it is also our opinion that the Security Documents attached as Exhibit E to the Lease are sufficient in substance, form, and description, and indicated place, address, and method of filing and/or recording, to completely and fully perfect the security interest in every portion of the Leased Property granted under the Lease, and no other filings and/or recordings are necessary to fully perfect said security interest in the Leased Property.

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Attorney for Lessee

EXHIBIT E

SECURITY DOCUMENTS

[Attach Certificate of Title showing ZIONS BANCORPORATION, N.A. as the lien holder]

EXHIBIT F

DELIVERY AND ACCEPTANCE CERTIFICATE

To: ZIONS BANCORPORATION, N.A.  
One South Main Street, 17<sup>th</sup> Floor  
Salt Lake City, Utah 84133

Reference is made to the Lease/Purchase Agreement between the undersigned ("Lessee"), and ZIONS BANCORPORATION, N.A. (the "Bank"), dated June 25, 2019, (the "Lease") and to that part of the Leased Property described therein which comprises personal property (collectively, the "Equipment"). In connection therewith we are pleased to confirm to you the following:

1. All of the Equipment has been delivered to and received by the undersigned; all installation or other work necessary prior to the use thereof has been completed; said Equipment has been examined and/or tested and is in good operating order and condition and is in all respects satisfactory to the undersigned and as represented, and that said Equipment has been accepted by the undersigned and complies with all terms of the Lease. Consequently, you are hereby authorized to pay for the Equipment in accordance with the terms of any purchase orders for the same.
2. In the future, in the event the Equipment fails to perform as expected or represented we will continue to honor the Lease in all respects and continue to make our rental and other payments thereunder in the normal course of business and we will look solely to the vendor, distributor or manufacturer for recourse.
3. We acknowledge that the Bank is neither the vendor nor manufacturer or distributor of the Equipment and has no control, knowledge or familiarity with the condition, capacity, functioning or other characteristics of the Equipment.
4. The serial number for each item of Equipment which is set forth on Exhibit "B" to the Lease is correct.

This certificate shall not be considered to alter, construe, or amend the terms of the Lease.

Lessee:

**TOWN OF APPLE VALLEY**

By: \_\_\_\_\_  
(Authorized Signature)

Date: \_\_\_\_\_

**Item Attachment Documents:**

6. Community Wildfire Preparedness Plan review- Chief Zolg

Apple Valley

## State of Utah

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# Community Wildfire Preparedness Plan

## For the Wildland – Urban Interface

Apple Valley Fire  
And the Apple Valley  
Community, Gooseberry and  
Little Creek



2019

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## Apple Valley

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Department of Natural Resources  
Division of Forestry, Fire and State Lands  
1594 W North Temple, PO Box 145703, Salt Lake City, UT 84114-5703

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# Apple Valley

## Declaration and Concurrence Page

DAVID ZOLG JR.

NAME

APPLE VALLEY FIRE CHIEF

AFFILIATION

SIGNATURE

DATE

MARTY LISONBEE

NAME

MAYOR

AFFILIATION

SIGNATURE

DATE

JASON WHIPPLE

NAME

WASHINGTON COUNTY EMERGENCY SERVICES

AFFILIATION

SIGNATURE

DATE

DANNON HULET

NAME

UTAH DIVISION OF FORESTRY, FIRE AND STATE  
LANDS – AREA MANAGER

AFFILIATION

SIGNATURE

DATE

CORY PULSIPHER

NAME

WASHINGTON COUNTY SHERIFF

AFFILIATION

SIGNATURE

DATE



# Apple Valley

JENNIFER HANSEN

**NAME**

WUI, COORDINATOR UT DFFL

**AFFILIATION**

**SIGNATURE**

**DATE**

BEVAN KILPACK

**NAME**

FIVE COUNTY AREA FIRE PLANNER

**AFFILIATION**

**SIGNATURE**

**DATE**

# Apple Valley

## INTRODUCTION

Over 600 of Utah's communities have been classified as "at risk" of wildfire. The safety of the citizens of any community and the protection of private property and community infrastructure is a shared responsibility between the citizens; the owner, developer or association; and the local, county, state and federal governments. **The primary responsibility, however, remains with the local government and the citizen/owner.**

### The purpose of wildfire preparedness planning is to...

- Motivate and empower local government, communities, and property owners to organize, plan, and take action on issues impacting the safety and resilience of values at risk
- Enhance levels of fire resilience and protection to the communities and infrastructure
- Identify the threat of wildland fires in the area
- Identify strategies to reduce the risks to structures, infrastructure and commerce in the community during a wildfire
- Identify wildfire hazards, education, and mitigation actions needed to reduce risk
- Transfer practical knowledge through collaboration between stakeholders toward common goals and objectives

### Outcomes of wildfire preparedness planning...

- Facilitate organization of sustainable efforts to guide planning and implementation of actions:  
**1. Fire adapted communities   2. Resilient landscapes   3. Safe and effective fire response**
- Improve community safety through:
  - ✓ Coordination and collaboration
  - ✓ Public awareness and education
  - ✓ Firefighter training
  - ✓ Fuel modification
  - ✓ Improved fire response capabilities
  - ✓ Fire prevention
  - ✓ Development of long-term strategies

## RESOURCES

For resources to complete a wildfire preparedness plan for your community, consider organizations such as the following:

- |  |  |
|--|--|
| ✓ Local / Primary fire protection provider               | ✓ Local emergency management services  |
| ✓ Local Resource, Conservation and Development Districts | ✓ USDA Forest Service                  |
| ✓ Utah Division of Forestry, Fire and State Lands        | ✓ U.S. Department of Interior Agencies |
| ✓ Utah State Fire Marshal (Dept. of Public Safety)       | ✓ Utah Resource Conservation Districts |
| ✓ Utah Division of Emergency Management                  | ✓ Utah Soil Conservation Districts     |
| ✓ Utah Living With Fire                                  |  |
| ✓ Local fire agencies                                    |  |

## STATEMENT OF LIABILITY

The activities suggested by this template, associated checklist and guidance document, the assessments and recommendations of fire officials, and the plans and projects outlined by the community wildfire council, are made in good faith according to information available at this time. The Utah Division of Forestry, Fire and State Lands assumes no liability and makes no guarantees regarding the level of success users of this plan will experience. Wildfire still occurs, despite efforts to prevent it or contain it; the intention of all decisions and actions made under this plan is to reduce the potential for, and the consequences of, wildfire.

*Last revised March 2016*

This document provides the outline for and specifies the information recommended for inclusion in a wildfire preparedness plan. **Completed Community Wildfire Preparedness Plans should be submitted to the local Area Manager or Fire Management Officer with the Utah Division of Forestry, Fire and State Lands for final concurrence.**

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## **Apple Valley**

### **PLANNING OVERVIEW**

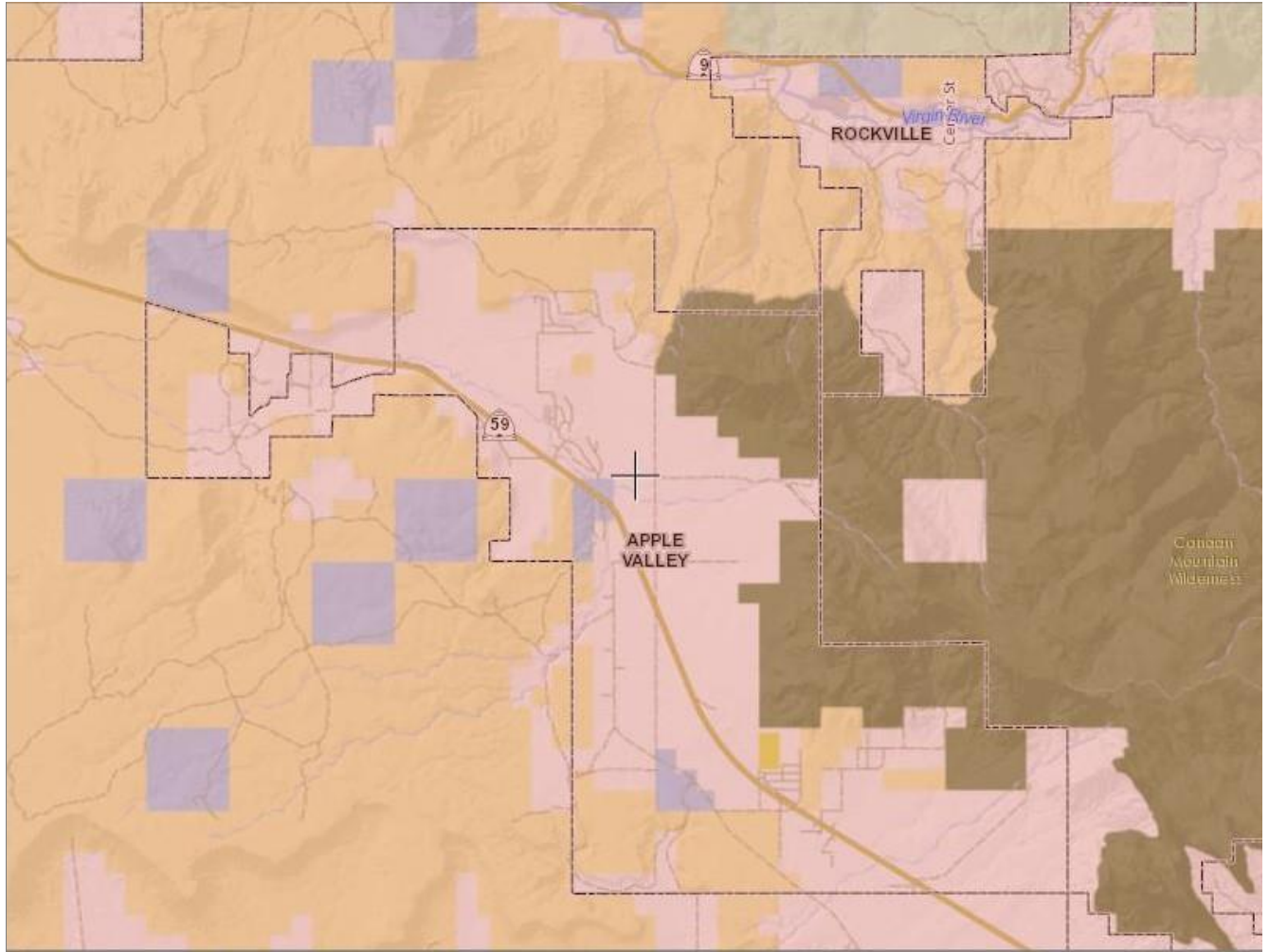
The Apple Valley community is supportive of hazardous fuels mitigation projects with, The Color Country District of the Bureau of Land Management, and Zion National Park of The Utah Parks Group (Department of Interior) which results in the protection of watersheds, restoration of forest/rangeland health, and wildfire risk reduction adjacent to the Apple Valley.

It is the intent of Apple Valley to become fire adapted and we realize this Community Wildfire Protection Plan is a living document and as changes occur on the landscape, projects will be developed to address the objectives stated above. As plans are developed on federally managed lands, it is the intent of the fire council to embrace and incorporate those projects into this document for use in acknowledgement of progress on the landscape and coordination of private land treatment proposals. In addition, local fire departments, city organizations, county and state agencies are also partners in coordination of wildfire risk reduction efforts that affect our community. |

# Apple Valley

## PLAN OVERVIEW MAP Area of Interest

Insert an overview map of the area of interest/community/municipality/county including a buffer of greater than 1,000 yards



# Apple Valley

## PARTNERSHIPS AND COLLABORATION

The Apple Valley community is supportive of hazardous fuels mitigation projects with The Color Country District of the Bureau of Land Management, and Zion National Park of The Utah Parks Group (Department of Interior) which results in the protection of watersheds, restoration of forest/rangeland health, and wildfire risk reduction adjacent to the Apple Valley. It is the intent of the Apple Valley to become fire adapted and we realize this Community Wildfire Protection Plan is a living document and as changes occur on the landscape, projects will be developed to address the objectives stated above. As plans are developed on federally managed lands, it is the intent of the fire council to embrace and incorporate those projects into this document for use in acknowledgement of progress on the landscape and coordination of private land treatment proposals. In addition, local fire departments, city organizations, county and state agencies are also partners in coordination of wildfire risk reduction efforts that affect our community.

# Apple Valley

## PART I COMMUNITY DESCRIPTION

<b>Community Legal Structure</b>			
List the government entities associated with the community – city, town, unincorporated community, special service district, homeowner association(s), other.			
<b>Organization</b>	<b>Contact Person</b>	<b>Phone Number</b>	<b>E-mail</b>
Town of Apple Valley Mayor	Marty Lisonbee	435-705-9592	<a href="mailto:mayor@applevalleyut.gov">mayor@applevalleyut.gov</a>
Code Enforcement Officer/ Deputy Clerk	Rich Ososki	702-292-4440	<a href="mailto:code@applevalleyut.gov">code@applevalleyut.gov</a>
Town of Apple Valley, Treasurer	Debbie Kopp	631-379-2771	<a href="mailto:dkopp@applevalleyut.gov">dkopp@applevalleyut.gov</a>
Planning Commission (Land use Authority), Chairman	Cynthia Browning	(435) 705-4807	<a href="mailto:cbrowning@applevalleyut.gov">cbrowning@applevalleyut.gov</a>

<b>Population</b>	
<b>Approximate number of homes</b>	332
<b>Approximate number of lots</b>	675
<b>Approximate number of commercial entities</b>	15
<b>Approximate number of full-time residents</b>	258
<b>Approximated number of part-time residents</b>	59
<i>Notes/comments:</i>	

## Apple Valley

Access
Directions to community
<div style="border: 1px solid black; padding: 5px;">           Directions to community: From Hurricane, Utah, travel 13 miles southeast on SR 59. The Apple Valley and Gooseberry subdivision are accessed from the Chevron. The Little Creek area is 1 mile further on SR59. Canaan Mtn. Area is Milepost 7. Seasonal access on Grafton Scenic Byway. Cedar Point and South Zion Estates are 4.8 miles past the Chevron.         </div>
All-weather access
<div style="border: 1px solid black; padding: 5px;">           Cedar Point, Gooseberry, and AV1 via Apple Valley Drive Subdivision is all weather access. Apple Valley Proper has all weather access by Chevron on Apple Valley Way. All other roads are inaccessible with fire apparatus in bad weather conditions.         </div>
Seasonal access
<div style="border: 1px solid black; padding: 5px;">           No roads have seasonal access         </div>

Roads								
Reset Option Buttons	None	Some	All	Adequate	Inadequate	% Pavement	% gravel	% dirt
<b>Road signs present</b>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	8		92
<b>Will support normal flow of traffic</b>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>			
<b>Are loop roads</b>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>			
<b>Are dead-end roads</b>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>			
<b>Turnaround space available at end of road for emergency equipment (based on turning radius listed in the guidance document)</b>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>			
<i>Notes/comments:</i> Bubbling Wells Road is a dead end road with approx...15 homes with inadequate turnaround space for fire apparatus. Gooseberry Subdivision has a single access with adequate turnaround space for fire apparatus.								

Driveways
-----------



## Apple Valley

Reset Option Buttons	Adequate	Inadequate	No	Few	Most	All
Most driveways width and height clearance, road grades and vegetation appearance are...	●	○	○	○	●	○
Individual homeowners have posted their name and address	○	●	○	●	○	○
Notes/comments:						

Structures							
Reset Option Buttons	None	Few	Some	Many	Most	All	
Wood frame construction	○	○	●	○	○	○	
Have wood decks or porches	○	○	●	○	○	○	
Have wood, shake or shingle roofs	○	○	●	○	○	○	
Are visible from the main subdivision road	○	○	○	●	○	○	
Notes/comments:							

Bridges, Gate, Culverts, other			
Reset Option Buttons	No	Some	All
Bridges support emergency equipment	○	○	●
Gate provides easy access to emergency equipment	○	●	○
Culverts are easily crossed by emergency equipment	○	●	○
Notes/comments: The only bridge on Apple Valley Way by the Chevron supports emergency equipment			

<b>Utilities</b>
------------------

## Apple Valley

Reset Option Buttons	Below ground	Above ground	Provided by	Phone number	% marked with a flag or other highly visible means	% utilized
Telephone service	<input checked="" type="radio"/>	<input type="radio"/>	South Central Communications	435-862-4221		
Electrical service	<input type="radio"/>	<input checked="" type="radio"/>	Rocky Mountain Power	888-221-7070		
Are there homes utilizing propane?	<input type="radio"/>	<input checked="" type="radio"/>	BNL Amerigas	435-635-2919 435-628-1651	0%	100%
Are there homes utilizing natural gas?	<input type="radio"/>	<input type="radio"/>				0%
Notes/comments:						

Primary Water Sources			
Approximate % homes using central water system		50%	
Approximate %homes using individual wells		50%	
Approximate % homes having additional private water source		0%	
Water provided by	Big Plains Water and Sewer Special Service District	Phone	(435) 877-1190
Notes/comments:			

List locations of water sources:		
Water Source	Address, lat/long, etc.	Accessible
Cinder Knoll Pond	37.102116 -113.198797	Yes
Radio Tower Pond	37.08353 -113.15928	Yes
Little Creek	37.05690 -113.19766	Yes
Boys Pond	37.04877 -113.18187	Yes
Notes/comments:		

# Apple Valley

## PART II:

### RISK ASSESSMENT

#### Estimated Values at Risk

Provide an approximation of the estimated current values of residential and commercial property in the area. The County Assessor should be able to assist with this information.

Estimated values at risk of commercial and residential property	\$ 71,511,428
Year	2016

#### Natural Resources at Risk

Describe the natural resources at risk in the area, such as watershed, forest products, wildlife, recreation tourism, etc.

The Apple Valley, Gooseberry, Canaan, South Zion, and Little Creek areas are surrounded by Federal lands administered by the Bureau of Land Management (BLM) and private land holdings.

Elevations range between 4701 and 5100 above sea level. Slopes are variable and range anywhere between 0-10% on forested sites. On other sites, such as rangeland and low-lying meadow areas, slopes are undulating and gentle, ranging between 0-5%. Steep terrain, rock ledges, and outcrops occur throughout. Approximately 75% of the vegetation within the area is pinion pine, cedar, scattered chaparral and annual grasses for an under story.

The Apple Valley Watershed Areas Map is attached. See Appendix A.

The community risk assessment is classified as

7. |

*The following information is based on the Communities At Risk (CARs) list that was developed cooperatively at the local and state level to assist land management agencies and other stakeholders in determining the scope of the WUI challenge and to monitor progress in mitigating the hazards in these areas. This information is updated annually through the interagency fuel groups. Input the fields that are reflected on the state list found on our website at [forestry.utah.gov](http://forestry.utah.gov).*

Fire Occurrence: Number of fires in the area for the last 10 years 2006 to 2016			
<input type="radio"/>	0	No Risk	
<input type="radio"/>	1	Moderate	0 to 1 fire/township

## Apple Valley

<input checked="" type="radio"/>	2	High	2 to 14 fires/township
<input type="radio"/>	3	Extreme	Greater than 14 fires/township
Rating	2		<input type="button" value="Reset Option Buttons"/>

Area Fire History			
Month/Year of fire	Ignition point	Ignition source	Acres burned
07/2013 Little Creek Wash	E 304008 N 4102352	Lightning	2
05/2009 Apple Valley Assist 1	E 316681 N 4400565	Lightning	.1
09/2011 Assist 2	E 310337 N 4109244	Misc./Power lines	2.7
07/2011 Apple Valley Assist 1	E 310582 N 4108972	Children playing	.68

Fuel Hazard: Assess the fuel conditions of the landscape and surrounding the community			
<input type="radio"/>	0	No Risk	
<input checked="" type="radio"/>	1	Moderate	Moderate too low to control, fire intensities would generally cause moderate damage to resources based on slope, wind speed and fuel. Vegetation Types: Ponderosa pine/mountain shrub, grassland, alpine, dry meadow, desert grassland, Ponderosa pine, Aspen and mountain riparian.
<input type="radio"/>	2	High	High resistance to control, high to moderate intensity resulting in high to moderate damage to resources depending on slope, rate of spread, wind speed and fuel loading. Vegetation Type: Maple, mountain shrubs, sagebrush, sagebrush/perennial grass, salt desert scrub, Black Brush, Creosote and Greasewood.
<input type="radio"/>	3	Extreme	High resistance to control, extreme intensity level resulting in almost complete combustion of vegetation and possible damage to soils and seed sources depending on slopes, wind speed, rate of spread and fuel loading.
Rating	1		<input type="button" value="Reset Option Buttons"/>

Values Protected: Evaluate the human and economic values associated with the community or landscape, such as homes, businesses and community infrastructure.			
<input type="radio"/>	0	No Risk	
<input type="radio"/>	1	Moderate	Secondary Development: This would be seasonal or secondary housing and recreational facilities.
<input checked="" type="radio"/>	2	High	Primary Development: This would include primary residential housing, commercial and business areas.
<input type="radio"/>	3	Extreme	Community infrastructure and community support: This would be water systems, utilities, transportation systems, critical care facilities, schools manufacturing and industrial sites. It may also

## Apple Valley

			include valuable commercial timber stands, municipal watersheds and areas of high historical, cultural and/or spiritual significance which support and/or are critical to the well-being of the community.
Rating	2		Reset Option Buttons

Insurance Rating	
Provide the current insurance rating for the community	
ISO Fire Insurance Rating:	7

<b>Protection Capabilities:</b> Insurance Services Organization (ISO) rating for the community will serve as an overall indicator of the protection capabilities.			
<input type="radio"/>	1	Moderate	ISO Rating of 6 or lower
<input checked="" type="radio"/>	2	High	ISO Rating 7 to 9
<input type="radio"/>	3	Extreme	ISO Rating 10
Rating	7		Reset Option Buttons

Fire Occurrence	Fuel Hazard	Values Protected	Fire Protection Capabilities	Overall Rating
Error! Reference source not found.2	1	2	2	7
Total: 4-7 Moderate, 8-11 High, 12 Extreme				7
Update Changes				

The following information is based on the Utah Wildfire Risk Assessment Portal (UWRAP) and Area of Interest (AOI) Summary Reporting Tool. Reports are generated using a set of predefined map products developed by the West Wide Wildfire Risk Assessment (2012) project. The UWRAP provides a consistent, comparable set of scientific results to be used as a foundation for wildfire mitigation and prevention planning in Utah.

**Wildland Development Area (WUI) Impacts:** Data set is derived using a Response Function modeling approach. To calculate the Wildland Development Area Impact Response Function Score, the Wildland Development Area housing density data was combined with flame length data and Response Functions assignments to represent potential impacts.

**Wildfire Threat:** A number that is closely related to the likelihood of an acre burning.

## Apple Valley

**Wildfire Risk:** Combines the likelihood of a fire occurring (Threat), with those of areas of most concern that are adversely impacted by fire (Fire Effects). Wildfire Threat Index is derived from historical fire occurrence, landscape characteristics including surface fuels and canopy fuels, percentile weather derived from historical weather observations and terrain conditions. Fire Effects are comprised of Value Impacts and Suppression Difficulty.

	Total Acres AOI for each Category with the percentages added		
	Wildfire Risk	WUI Impacts	Wildfire Threat
Low (1-4)	12,888/50.5%	12,106/39.6 %	2,271/23.3%
Moderate (5-7)	9,488/27.3%	8,971/36.7%	17,415/68.1%
High (8-10)	3,156/12.4%	1,543/13.8%	2,148/8.5%

Past Accomplishments	
Prevention	<ul style="list-style-type: none"> <li>Recognized nationally as a Firewise Community (2015).</li> <li>Formed an active CWPP committee that meets once a month, composed of residents, Mayor and Fire Dept. (2014).</li> </ul>
Preparedness	<ul style="list-style-type: none"> <li>Completed a community wildfire protection plan (CWPP) in 2011.</li> <li>FEPP acquisition for fire department including a five ton truck to be converted to a wildland fire engine.</li> <li>Need to change these to Apple Valley's accomplishments</li> <li>Training in wildland firefighting including S-190, S-130 and chainsaw training.</li> </ul>
Mitigation	<ul style="list-style-type: none"> <li>Secured a \$300,000 Western States Fire Assistance (SFA) grant in 2013 for mitigation and education purposes. Funds were directed towards vegetation projects; nearly 40 acres have been treated so far. Grant targets a total of 236 acres.</li> <li>Since 2014, community has contributed approximately \$60,000 of in-kind service, including organizing the LDS youth conference in 2014 to help with fuels mitigation.</li> <li>Davis property and east exit access improved (2014).</li> <li>Bi-annual community Chipper Day participation with roughly 75 properties participating.</li> <li>Need to change these to Apple Valley's accomplishments</li> <li>City has evaluated over 70% of the lots for compliance of vegetation code.</li> </ul>
Maintenance	<ul style="list-style-type: none"> <li>Regularly evaluate, update, and maintain planning commitments.</li> </ul>

## Apple Valley

### PART III: RISK REDUCTION GOALS/ ACTIONS

**Goals of Plan:** Provide a brief statement under the Prevention, Preparedness, Mitigation and Maintenance goals. These should align with the pillars of the National Cohesive Strategy and the Utah Catastrophic Wildfire Reduction Strategy (1.Resilient Landscapes 2. Fire Adapted Communities 3. Wildfire Response).

**Identification of Actions:** Provide detailed project information. These projects/actions can be mapped/tracked in the Utah WRA portal and should be consistent with a Cooperative Agreement in compliance with the Wildfire Policy if applicable.

## Apple Valley

**GOAL A: PREVENTION** – Activities directed at reducing the occurrence of fires, including public education, law enforcement, and personal contact.

Goal A.1 – Apple Valley will <u>decrease fuels within the community</u> to reduce wildfire impact in and around the community.			
Action(s):	Timeline:	Community Lead:	Priority:
Local Fire Authority and responsible community members will participate in a burn day twice a year to decrease fuel loading.	Fall 2019	Local Fire Authority	High
Local Fire Authority and responsible community members will assist with fuel mitigation to create a defensible space around homes	Fall 2019	Local Fire Authority	High
Open communications during fire season with UDOT about fuel mitigation on HWY 59.	Fall 2019	Local Fire Authority	High
<i>Notes, updates ,and monitoring</i>			



## Apple Valley

**GOAL B: PREPAREDNESS** – Activities that lead to a state of response readiness to contain the effects of wildfire to minimize loss of life, injury, and damage to property. Including access to home/community, combustibility of homes/structures and creating survivable space.

Goal B.1 – Evaluate, upgrade and maintain community wildfire preparation			
Action(s):	Timeline:	Community Lead:	Priority:
Create a community fire council to maintain and update Community Wildfire Protection Plan by the end of the 2019 year.	Ongoing	Apple Valley Fire Dept.	High
<i>Notes, updates ,and monitoring</i>			

Goal B.2 – Educate community members to prepare for and respond to wildfire.			
Action(s):	Timeline:	Community Lead:	Priority:
Create an emergency evacuation plan for the community to be finished by end of 2019 year.	Ongoing	Apple Valley Fire Dept.	High
Hold a community fire prevention event to educate participants.	Oct 2019	Apple Valley Fire Dept.	High
<i>Notes, updates ,and monitoring</i>			

Goal B.3 – Address identified regulative issues impacting community wildfire prevention and response needs.			
Action(s):	Timeline:	Community Lead:	Priority:
Keep town council informed of wildfire prevention and response needs monthly.	Monthly	Local Fire Authority	High
<i>Notes, updates ,and monitoring</i>			

## Apple Valley

Goal B.4 – Evaluate response facilities and equipment.			
Action(s):	Timeline:	Community Lead:	Priority:
The Apple Valley Fire Department will upgrade their equipment and recruit/train personnel.	2020	Apple Valley Fire Dept	High
Recruit and train new firefighters.	2020	Apple Valley Fire Dept	High
<i>Notes, updates ,and monitoring</i>			

**GOAL C: MITIGATION** – Actions that are implemented to reduce or eliminate risks to persons, property or natural resources including fuel treatments and reduction.

Goal C.1 – Decrease fuels within the community to reduce wildfire impact in and around the community.			
Action(s):	Timeline:	Community Lead:	Priority:
Local Fire Authority and responsible community members will participate in a burn day twice a year to decrease fuel loading.	Fall 2019	Local Fire Authority	High
Local Fire Authority and responsible community members will assist with fuel mitigation to create a defensible space around homes	Fall 2019	Local Fire Authority	High
Open communications during fire season with UDOT about fuel mitigation on HWY 59.	Fall 2019	Local Fire Authority	High
<i>Notes, updates ,and monitoring</i> 			

**Goal C.2 – Work with local, state and federal fire officials to decrease fuels on private and adjacent public lands to reduce wildfire intensity and**

## Apple Valley

impact in and around the community.			
Action(s):	Timeline:	Community Lead:	Priority:
Keep town council informed of wildfire prevention and response needs monthly.	Monthly	Local Fire Authority	High
Notes, updates, and monitoring			

**GOAL D: MAINTENANCE** – the process of preserving actions that have occurred including fuel treatments and reduction.

Goal D.1 - Regularly evaluate, update and maintain project commitments.			
Action(s):	Timeline:	Community Lead:	Priority:
Create a community fire council to maintain and update Community Wildfire Protection Plan by the end of the 2019 year.	Ongoing	Apple Valley Fire Dept.	High
The Apple Valley Fire Department will upgrade their equipment and recruit/train personnel.	2020	Apple Valley Fire Dept	High
Recruit and train new firefighters.	2020	Apple Valley Fire Dept	High
Notes and updates			

## Apple Valley

### PART IV: CONTACTS

The contacts in this part identify community resources that can be used to complete the goals of the plan.

Media Support					
Organization		Contact Person		Phone Number	E-mail
	Canyon Media		Chris Nelson	435-628-3643	<a href="mailto:chris@canyonmedia.net">chris@canyonmedia.net</a>
	Spectrum		Melissa Galbraith	435-674-6230	<a href="mailto:melissa@thesprctrum.com">melissa@thesprctrum.com</a>
	KCSG/St. George News		Ben Lindquist	435-767-8849	<a href="mailto:ben@canyonmedia.net">ben@canyonmedia.net</a>
	KDXU/Cherry Creek Radio		Dale Desmond	208-227-4555	

# Apple Valley

## APPENDIX

### Appendix A: Maps

#### Contents:

City Boundry Map	Ignition and Fire Occurrence Density
Emergency Response & Hydrant Map	Expected Wildfire Spread
Water shed Map	Suppression Difficulty

### Appendix B: Lists

#### Contents:

Contact List	
Resources	

### Appendix C: Utah Wildfire Risk Assessment (UWRAP)

#### Contents:

Risk Summary report	

### Appendix D: Other

Apple Valley

Contents:	Emergency Operation Plan	
	Past Goals 2011	

**Item Attachment Documents:**

7. FY 2020 Budget Adoption

## Town of Apple Valley - FY19-20 Tentative Budget

Change In Net Position	FY17-18 Actual	FY18-19 YTD Mar19	FY18-19 Estimate	FY19-20 Budget
<b>Taxes</b>				
3110 General property taxes-current	\$ 70,677	\$ 104,185	\$ 104,185	\$ 107,214
3120 Prior year's taxes-delinquent	\$ 10,460	\$ 6,526	\$ 10,337	\$ 6,500
3130 General sales and use taxes	\$ 99,678	\$ 71,003	\$ 93,878	\$ 96,969
3140 Energy and communication taxes	\$ 14,771	\$ 10,109	\$ 19,373	\$ 38,016
3150 RAP Tax	\$ 10,052	\$ 7,333	\$ 9,518	\$ 9,846
3160 Transient Taxes	\$ 659	\$ 1,282	\$ 1,758	\$ 1,360
3170 Fee in lieu of personal property taxes	\$ 10,142	\$ 4,943	\$ 7,842	\$ 8,338
3180 Fuel Tax Refund	\$ -	\$ 119		\$ -
<b>Total Taxes</b>	<b>\$ 216,439</b>	<b>\$ 205,501</b>	<b>\$ 246,890</b>	<b>\$ 268,243</b>
<b>Licenses and permits</b>				
3210 Business licenses	\$ 4,113	\$ 2,325	\$ 2,775	\$ 3,464
3221 Building Permits-Fee	\$ 47,301	\$ 27,032	\$ 46,568	\$ 38,513
3222 Building Permits-Non Surcharge	\$ -	\$ 3,372	\$ 7,619	\$ 6,286
3224 Building Permits Surcharge	\$ 347	\$ 230		\$ -
3225 Animal licenses	\$ 1,340	\$ 880	\$ 880	\$ 1,263
3430 Assessment fee income	\$ 2,006	\$ -		\$ -
<b>Total Licenses and permits</b>	<b>\$ 55,107</b>	<b>\$ 33,838</b>	<b>\$ 57,842</b>	<b>\$ 49,527</b>
<b>Intergovernmental revenue</b>				
3341 EMP Grant \$5,000/\$10,000	\$ -	\$ -		\$ -
3342 Fire Dept-State Wildland Grant	\$ -	\$ -	\$ -	\$ 10,000
3356 Class C" road allotment"	\$ 63,285	\$ 66,773	\$ 78,681	\$ 78,681
3358 Liquor control profits	\$ 1,171	\$ 697	\$ 697	\$ 875
3370 State Grants	\$ -	\$ -		\$ 50,000
3371 State Highway Grants	\$ -	\$ -		\$ -
3372 Federal Fire Grants	\$ -	\$ -		\$ -
<b>Total Intergovernmental revenue</b>	<b>\$ 64,456</b>	<b>\$ 67,471</b>	<b>\$ 79,378</b>	<b>\$ 139,556</b>
<b>Charges for services</b>				
3410 Clerical services	\$ 25,323	\$ 21		\$ -
3415 SSD Payroll Services	\$ 48,566	\$ -		\$ -
3416 Other Interdepartmental Charges	\$ -	\$ 4,903		\$ -
3420 Fire Department Contracts	\$ 2,000	\$ 300		\$ -
3431 Zoning and subdivision fees	\$ 17,105	\$ 26,679	\$ 26,679	\$ 17,121
3440 Solid waste	\$ 40,815	\$ 31,644	\$ 42,257	\$ 43,400
3441 Storm Drainage	\$ 35,399	\$ 28,265	\$ 37,625	\$ 38,080
3461 GRAMA requests	\$ 36	\$ -		\$ -
3470 Park and recreation fees	\$ 60	\$ 30		\$ -
3481 Sale of cemetery lots	\$ -	\$ -		\$ -
3483 Opening and closing - cemetery	\$ -	\$ -		\$ -
3615 Late charges	\$ 21,026	\$ (480)	\$ 3,133	\$ 3,500
<b>Total Charges for services</b>	<b>\$ 190,330</b>	<b>\$ 91,362</b>	<b>\$ 109,694</b>	<b>\$ 102,101</b>



<b>Fines and forfeitures</b>					
3510 Fines	\$	6,000	\$	2,833	\$ 2,833 \$ 4,015
<b>Total Fines and forfeitures</b>	<b>\$</b>	<b>6,000</b>	<b>\$</b>	<b>2,833</b>	<b>\$ 2,833 \$ 4,015</b>
<b>Interest</b>					
3610 Interest earnings	\$	2,676	\$	2,877	\$ 3,777 \$ 3,226
<b>Total Interest</b>	<b>\$</b>	<b>2,676</b>	<b>\$</b>	<b>2,877</b>	<b>\$ 3,777 \$ 3,226</b>
<b>Miscellaneous revenue</b>					
3640 Sale of capital assets	\$	26,182	\$	650	\$ 650 \$ -
3670 Debt proceeds	\$	77,000	\$	-	\$ -
3690 Sundry revenue	\$	1	\$	-	\$ -
3692 Fire department fundraisers	\$	2,636	\$	128	\$ 931 \$ 1,000
3697 Park department fundraisers	\$	819	\$	122	\$ 622 \$ 12,000
3698 Miss Apple Valley fundraisers	\$	-	\$	-	\$ -
3699 Miss AV scholarship fund	\$	-	\$	-	\$ -
3801.1 Impact fees - Fire	\$	2,589	\$	590	\$ 767 \$ 1,003
3801.2 Impact fees - police	\$	-	\$	-	\$ -
3801.3 Impact fees - roadways	\$	10,014	\$	5,140	\$ 6,682 \$ 8,738
3801.4 Impact fees - culinary water	\$	-	\$	-	\$ -
3801.5 Impact fees - wastewater	\$	-	\$	-	\$ -
3801.6 Impact fees - storm water	\$	2,924	\$	1,975	\$ 2,491 \$ 2,924
3801.7 Impact fees - parks, trails, OS	\$	2,115	\$	1,410	\$ 1,833 \$ 2,397
<b>Total Miscellaneous revenue</b>	<b>\$</b>	<b>124,280</b>	<b>\$</b>	<b>10,014</b>	<b>\$ 13,975 \$ 28,062</b>
<b>Contributions and transfers</b>					
3802.2 Contributions - public safety	\$	-	\$	-	\$ -
3802.7 Contributions - parks and recreation	\$	594	\$	100	\$ -
3880 Class C" balance appropriated"	\$	-	\$	-	\$ -
3890 Fund balance appropriation	\$	-	\$	-	\$ 57,000
<b>Total Contributions and transfers</b>	<b>\$</b>	<b>594</b>	<b>\$</b>	<b>100</b>	<b>\$ - \$ 57,000</b>
<b>Total Revenue:</b>	<b>\$</b>	<b>659,881</b>	<b>\$</b>	<b>413,996</b>	<b>\$ 514,389 \$ 651,731</b>
<b>Expenditures:</b>					
<b>General government</b>					
<b>Council</b>					
4111.110 Council Salaries and wages	\$	17,031	\$	5,911	\$ 7,711 \$ 17,400
4111.130 Council Employee benefits	\$	9,962	\$	3,006	\$ 2,421 \$ 1,331
4111.210 Council Travel Reimbursement	\$	-	\$	46	\$ 350 \$ 1,764
4111.220 Council Training	\$	-	\$	790	\$ 1,630 \$ 2,800
4111.610 Council Donations and discretionary spendin	\$	1,344	\$	-	\$ - \$ 1,000
<b>Total Council</b>	<b>\$</b>	<b>28,337</b>	<b>\$</b>	<b>9,752</b>	<b>\$ 12,112 \$ 24,295</b>
<b>Administrative</b>					
4141.110 Admin Salaries and wages	\$	87,583	\$	60,776	\$ 86,423 \$ 86,100
4141.130 Admin Employee benefits	\$	19,568	\$	4,757	\$ 6,814 \$ 11,800
4141.140 Admin Employee Retirement - GASB 68	\$	6,454	\$	389	\$ 1,373 \$ 6,400
4141.210 Admin Dues, subs & memberships	\$	1,135	\$	647	\$ 647 \$ 905

4141.220 Admin Public notices	\$	1,251	\$	735	\$	1,084	\$	1,200
4141.230 Admin Clerk training	\$	-	\$	964	\$	964	\$	930
4141.231 Admin PlanComm Training	\$	-	\$	-			\$	-
4141.240 Admin Office supplies	\$	5,126	\$	3,754	\$	4,375	\$	4,300
4141.250 Admin Equipment maintenance	\$	5,134	\$	4,652	\$	5,394	\$	3,700
4141.260 Admin Building & ground maintenance	\$	2,379	\$	1,027	\$	1,325	\$	1,900
4141.270 Admin Utilities	\$	4,365	\$	5,166	\$	5,806	\$	4,300
4141.280 Admin Telephone and Internet	\$	4,518	\$	13,459	\$	15,298	\$	9,700
4141.290 Admin Postage	\$	1,149	\$	1,457	\$	1,957	\$	2,200
4141.320 Admin Engineering/Professional Fees	\$	36,457	\$	5,325	\$	21,325	\$	105,000
4141.330 Admin Legal fees	\$	13,078	\$	3,712	\$	7,573	\$	41,300
4141.331 Admin Assessment legal fees	\$	6	\$	-			\$	-
4141.340 Admin Accounting	\$	7,512	\$	12,868	\$	12,868	\$	4,500
4141.350 Building Inspector Fees	\$	-	\$	14,119	\$	18,619	\$	25,418
4141.360 Admin Education-general	\$	1,462	\$	-	\$	-	\$	299
4141.390 Admin Bank service charges	\$	2,301	\$	2,472	\$	3,212	\$	2,500
4141.410 Admin Insurance	\$	10,987	\$	9,270	\$	9,855	\$	9,900
4141.490 Admin Travel reimbursements	\$	5,208	\$	593	\$	593	\$	1,000
4141.500 Admin Weed abatement	\$	-	\$	387			\$	-
4141.540 Admin Contributions to SSD	\$	-	\$	-			\$	-
4141.610 Bad debt expense	\$	-	\$	-			\$	-
4141.740 Admin Capital outlay	\$	2,068	\$	1,060			\$	-
4141.741 Admin Capital outlay - Engineer CDBG	\$	-	\$	-			\$	-
4170 Elections	\$	1,885	\$	-	\$	-	\$	2,500
<b>Total Administrative</b>	<b>\$</b>	<b>219,627</b>	<b>\$</b>	<b>147,588</b>	<b>\$</b>	<b>205,504</b>	<b>\$</b>	<b>325,852</b>
<b>Total General government</b>	<b>\$</b>	<b>247,964</b>	<b>\$</b>	<b>157,340</b>	<b>\$</b>	<b>217,616</b>	<b>\$</b>	<b>350,147</b>

#### Public safety

##### Police

4210.110 Police Salaries & wages	\$	9,522	\$	1,080			\$	-
4210.130 Police Employee benefits	\$	736	\$	83			\$	-
4210.230 Police Travel & mileage	\$	628	\$	-			\$	-
4210.250 Police Expenditures	\$	-	\$	-			\$	-
4210.470 Police Building Permits	\$	35,999	\$	-			\$	-
4210.740 Police Capital outlay	\$	-	\$	-			\$	-
4253.250 Animal Control Supplies	\$	64	\$	63	\$	63	\$	70
<b>Total Police</b>	<b>\$</b>	<b>46,949</b>	<b>\$</b>	<b>1,225</b>	<b>\$</b>	<b>63</b>	<b>\$</b>	<b>70</b>

##### Fire

4220.110 Fire Salaries & wages	\$	14,625	\$	14,908	\$	20,400	\$	20,400
4220.130 Fire Employee Benefits	\$	910	\$	1,542	\$	1,577	\$	1,700
4220.140 Fire Contract Salaries & Wages	\$	-	\$	-			\$	-
4220.145 Fire Contract Benefits	\$	-	\$	-			\$	-
4220.150 Fire Contract Expense	\$	-	\$	-			\$	-
4220.210 Fire Dues, subscriptions & memberships	\$	94	\$	109	\$	150	\$	200
4220.230 Fire Travel & mileage	\$	271	\$	28	\$	28	\$	600
4220.240 Fire Office expenses	\$	78	\$	329			\$	-
4220.250 Fire Equipment maintenance & repairs	\$	1,823	\$	349	\$	549	\$	6,533

4220.260 Fire Rent expense	\$	720	\$	-	\$	-
4220.360 Fire Training	\$	440	\$	1,173	\$	-
4220.450 Fire Small Equip/Supplies	\$	1,196	\$	295	\$	595
4220.460 Fire Supplies-Fundraisers	\$	604	\$	273	\$	-
4220.465 Fire Gear	\$	-	\$	1,350	\$	7,850
4220.470 Fire EMPG grant expenditures	\$	-	\$	-	\$	-
4220.560 Fire Equipment Fuel	\$	1,290	\$	1,422	\$	1,922
Fire Interest					\$	2,497
Fire Principle					\$	10,969
4220.740 Fire Capital outlay	\$	1,386	\$	305	\$	-
<b>Total Fire</b>	<b>\$</b>	<b>23,436</b>	<b>\$</b>	<b>22,082</b>	<b>\$</b>	<b>33,071</b>

<b>Total Public safety</b>	<b>\$</b>	<b>70,385</b>	<b>\$</b>	<b>23,307</b>	<b>\$</b>	<b>33,134</b>
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### Highways and public improvements

#### Highways

4410.110 Road Salaries and wages	\$	13,037	\$	789	\$	789
4410.130 Road Employee benefits	\$	5,204	\$	60	\$	60
4410.270 Road Flood damage	\$	(9,929)	\$	2,229	\$	2,729
4410.380 Road Department Services	\$	-	\$	-	\$	-
4410.450 Road Department Supplies	\$	1,474	\$	2,404	\$	2,404
4410.550 Road Equipment Maintenance	\$	11,383	\$	1,101	\$	21,101
4410.560 Road Equipment Fuel	\$	337	\$	1,495	\$	1,795
4410.740 Road Capital outlay	\$	-	\$	-	\$	-
4410.810 Road Principal	\$	35,000	\$	31,000	\$	31,000
4410.820 Road Interest	\$	32,950	\$	32,200	\$	32,200
4415.110 Public Works Salaries and wages	\$	56,049	\$	7,327	\$	10,882
4415.130 Public Works Employee benefits	\$	13,391	\$	572	\$	849
4415.140 Public Works Employee Retirement - GASB 61	\$	7,153	\$	-	\$	-
4415.450 Public Works Supplies	\$	313	\$	94	\$	194
4415.550 Public Works Equipment Maintenance	\$	374	\$	3,753	\$	3,953
4415.560 Public Works Equipment fuel	\$	1,881	\$	453	\$	653
4415.570 Public Works Travel Reimbursement	\$	-	\$	196	\$	-
Public Works Storm Drainage					\$	40,000
Public Works Interest					\$	2,199
Public Works Principle					\$	13,861
4415.740 Public Works Capital Outlay	\$	84,598	\$	3,700	\$	-
<b>Total Highways</b>	<b>\$</b>	<b>253,217</b>	<b>\$</b>	<b>87,372</b>	<b>\$</b>	<b>108,609</b>

#### Sanitation

4420.220 Solid Waste Postage	\$	481	\$	-	\$	-
4420.240 Solid Waste Office supplies & expense	\$	-	\$	-	\$	-
4420.460 Solid Waste Service	\$	37,436	\$	27,076	\$	40,586
<b>Total Sanitation</b>	<b>\$</b>	<b>37,918</b>	<b>\$</b>	<b>27,076</b>	<b>\$</b>	<b>40,586</b>

<b>Total Highways and public improvements</b>	<b>\$</b>	<b>291,135</b>	<b>\$</b>	<b>114,449</b>	<b>\$</b>	<b>149,194</b>
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### Parks, recreation, and public property

#### Parks

4540.110 Park/Rec Salaries and wages	\$	-	\$	-	\$	-	\$	-
4540.130 Park/Rec Employee benefits	\$	-	\$	-	\$	-	\$	-
4540.250 Park/Rec Department supplies	\$	325	\$	243	\$	443	\$	500
4540.450 Park/Rec Miss AV-special dept supplies	\$	-	\$	-	\$	-	\$	-
4540.460 Park/Rec Community events supplies	\$	1,584	\$	760	\$	960	\$	500
4540.740 Parks Capital outlay	\$	-	\$	-	\$	-	\$	15,000
<b>Total Parks</b>	<b>\$</b>	<b>1,909</b>	<b>\$</b>	<b>1,003</b>	<b>\$</b>	<b>1,403</b>	<b>\$</b>	<b>16,000</b>
<b>Cemetery</b>								
4590.250 Cemetery Maintenance	\$	-	\$	-	\$	-	\$	-
4590.460 Cemetery supplies and equipment	\$	-	\$	-	\$	-	\$	-
4590.470 Cemetery Capital Outlay	\$	-	\$	-	\$	-	\$	-
<b>Total Cemetery</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>
<b>Total Parks, recreation, and public property</b>	<b>\$</b>	<b>1,909</b>	<b>\$</b>	<b>1,003</b>	<b>\$</b>	<b>1,403</b>	<b>\$</b>	<b>16,000</b>
<b>Debt service</b>								
4141.810 Debt service - principal	\$	14,341	\$	26,226	\$	24,584	\$	-
4141.820 Debt service - interest	\$	1,999	\$	6,666	\$	6,064	\$	-
<b>Total Debt service</b>	<b>\$</b>	<b>16,340</b>	<b>\$</b>	<b>32,892</b>	<b>\$</b>	<b>30,648</b>	<b>\$</b>	<b>-</b>
<b>Transfers</b>								
4810 Transfer to capital projects	\$	-	\$	-	\$	-	\$	-
4811 Transfer to Fund Balance	\$	(1)	\$	-	\$	-	\$	1,994
<b>Total Transfers</b>	<b>\$</b>	<b>(1)</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>1,994</b>
<b>Total Expenditures:</b>	<b>\$</b>	<b>627,732</b>	<b>\$</b>	<b>328,991</b>	<b>\$</b>	<b>431,995</b>	<b>\$</b>	<b>651,731</b>
<b>Total Change In Net Position</b>	<b>\$</b>	<b>32,149</b>	<b>\$</b>	<b>85,005</b>	<b>\$</b>	<b>82,395</b>	<b>\$</b>	<b>-</b>

**Item Attachment Documents:**

8. Approval of Minutes for 6.5.2019

## **OPENING**

Mayor Lisonbee brought the meeting to order at 6:02 p.m. welcoming all in attendance and led the Pledge of Allegiance.

## **PRESENT**

Mayor Marty Lisonbee  
Councilmember Debbie Kopp  
Councilmember Denny Bass

Town Recorder Michelle Kinney

## **ABSENT**

Councilmember Michael McLaughlin  
Councilmember Paul Edwardsen

## **OTHERS IN ATTENDANCE**

Finance Director Ben Billingsley  
Water Board Chairman Harold Merritt  
Commissioner Janet Prentice  
Commissioner Wenn Jorgensen

## **CONFLICT OF INTEREST DECLARATIONS**

## **MAYOR'S TOWN UPDATE**

Mayor Lisonbee informs those in attendance about the purchase of the dump truck and indicates we are using the road groomer on a trial basis. If it works well the Town will have the option to purchase the road grader.

## **PUBLIC HEARINGS**

### **1. CIB Grant- Application Process for Storm Water Drainage Study** **TIMESTAMP: 4:02**

Mayor explains the CIB application. Sunrise engineering representative (Marv) is here to answer questions about the process. The town of Apple Valley has been number 2 on the county priority list. The engineering firm will help identify what is needed for the storm drainage study. The firm will have recommendations after the study. We are also on the list for impact fee analysis and mapping. One requirement is for the public hearing and the resulting minutes. This grant will be

up for approval at staff level at CIB. The Town is requesting \$50,000. CIB has changed the policy for studies so we can get the money right away.

The town will apply for FEMA money and this study will be a part of that application.

#### OPEN HEARING

**MOTION:** Mayor Lisonbee moves to open the public hearing for the CIB grant application process and study

**SECOND:** Councilmember Kopp

**VOTE:** Councilmember Kopp - Aye  
Councilmember Denny Bass- Aye  
Mayor Lisonbee – Aye

Tish Lisonbee asks if there will be wash stabilization. Marv mentions FEMA will do pre-mitigation work as part of the study. The guidelines for funding sources are interested in protecting property.

Wenn Jorgensen inquires where the water goes from the retention pond. Mayor Lisonbee indicates this is like a manmade lake with a drainage pipe that slowly releases the water.

Tish Lisonbee asks if FEMA grants are nationwide, instead of by state.

Jerry Jorgensen asks if the retention basin is concrete. Marv mentions some are but they do not have to be.

Rich Kopp asks if we know where the hot spots are or if we need to determine this. Marv mentions this will be included in this study. This will be on a GIS map and modeling of the terrain with storms.

Margie Ososki asks with the detention basin if the water evaporates or stay stagnate, she mentions her concern for mosquitoes- Marv mentions it just drains slower.

Jerry Jorgensen- Mentions that our problem may look small in comparison with the flooding on the East Coast last year. How do we address this so we can still get funds? Mayor- FEMA has dedicated funds to alleviate a disaster from happening and not just for rebuilding or responding to the disaster.

Councilmember Kopp mentions this will be a \$50,000 grant and a match of \$50,000 from the town. This is money the town already has set aside. Mayor Lisonbee mentions there are two parts; storm drainage and impact fees.

Tish Lisonbee asks if the money we put in we gives us credit in regards to repaying the loan. Mayor Lisonbee mentions it just gives us credit toward the total amount of matching funds we need.

Rich Kopp- what is the time frame to find out yes or no for the FEMA money. Marv mentions we need to be done with our study by November or December and have the application turned in by the end of the year. We should have an answer by April or so.

Margie Ososki asks if you are denied if you can resubmit. Mayor Lisonbee said yes, the next year.

Is there an estimated cost on this? No, the study determines that.

The Mayor mentions the study will hold required information even if the Town pays for it

out of pocket.

**CLOSE HEARING**

**MOTION:** Mayor Lisonbee moves to close the public hearing on item number 1 on CIB grant application process.

**SECOND:** Councilmember Kopp

**VOTE:** Councilmember Kopp - Aye  
Councilmember Denny Bass- Aye  
Mayor Lisonbee – Aye

The vote was unanimous and the motion carried.

**2. HEARING FOR CIB GRANT-IMPACT FEE STUDY**

**TIMESTAMP: 27:47**

**OPEN HEARING**

**MOTION:** Mayor Lisonbee moves to open public hearing for CIB grant impact fee study item number 2.

**SECOND:** Councilmember Kopp

**VOTE:** Councilmember Kopp - Aye  
Councilmember Denny Bass- Aye  
Mayor Lisonbee – Aye

The impact fee study will tell us how much our impact fees should be for fire, parks and trail and roads etc.

**CLOSE HEARING**

**MOTION:** Mayor Lisonbee moves to close public hearing

**SECOND:** Councilmember Bass

**VOTE:** Councilmember Kopp - Aye  
Councilmember Denny Bass- Aye  
Mayor Lisonbee – Aye

The vote was unanimous and the motion carried.

**DISCUSSION AND ACTION**

**3. CIB GRANT APPLICATION PROCESS FOR STORM WATER DRAINAGE**

**MOTION:** Mayor Lisonbee moves to approve the grant application for storm water and move forward.

**SECOND:** Councilmember Bass

**VOTE:** Councilmember Kopp - Aye



Councilmember Denny Bass-	Aye
Mayor Lisonbee –	Aye

The vote was unanimous and the motion carried.

#### **4. CIB GRANT IMPACT FEE STUDY**

Councilmember Bass asks what the cost is for this impact study. The max amount is listed but it will come down from that. Storm water is at \$70,000 the public safety is \$2,200. There will need to be a scope trimming meeting.

<b>MOTION:</b>	Mayor Lisonbee moves to approve the CIB grant impact fee study	
<b>SECOND:</b>	Councilmember Bass	
<b>VOTE:</b>	Councilmember Kopp -	Aye
	Councilmember Bass-	Aye
	Mayor Lisonbee –	Aye

The vote was unanimous and the motion carried.

#### **5. ZONE CHANGE FOR AV-1365-K FROM OST TO RE-5, RICHARD AND DEBBIE KOPP**

<b>MOTION:</b>	Mayor Lisonbee moves to table this item for next town council meeting.	
<b>SECOND:</b>	Councilmember Bass	
<b>VOTE:</b>	Councilmember Kopp -	Aye
	Councilmember Denny Bass-	Aye
	Mayor Lisonbee –	Aye

The vote was unanimous and the motion carried.

#### **6. PROPOSED FEE SCHEDULE MODIFICATIONS**

Mayor Lisonbee discusses the items that are up for discussion and amendment.

We would like to add a refundable cleaning deposit for those who rent the Pavilion to help keep the park clean.

Councilmember Bass asks how we will certify that the park is clean.

Councilmember Kopp asks how we handle those who come and use it on the weekend without a permit.

There is no way to substantiate if the party cleaned up if you wait until two or three days later.

Councilmember Bass suggests we should post signs for those who come and use the park that they need to clean up.

Tish Lisonbee mentioned that we have someone who will pay for a porta-potty if we can just get it here. The Mayor mentions he received approved plans for the septic system for bathrooms.

The town does not have Animal Control service so those items have been removed.

Credit card processing fee will be applied to charges over \$200.00

The fee structure for building permits has been reviewed and the Mayor discusses changing the sliding scale and other items.

Illegal lot splits will have a double fee charged. We may want to come back and the non-compliant lot split.

The person selling the lot may be the one paying this if we use this and this is standard for any fee. Ben is going to start tracking these splits each month and be proactive in notifying owners who are in violation. Attorney Guzman recommends that we have a better definition of what is illegal or non-compliant. We may also want to identify as part of the definition the date of which this new regulation comes into effect.

Rich Kopp asks if the title company would identify when a lot is split illegally. Attorney Guzman mentions this is not always the case.

Planning staff review fee is the fee the town pays for a site plan review.

Valuation-for building permits- will be updated each year with the ICC building valuation

**MOTION:** Mayor Lisonbee moves to approve the changes to the proposed fee schedule with the change on the acreage sliding scale from \$5.00 to \$10.00 and adopt the ICC building valuation using yearly updates as they become available. In addition, we will work on the definitions of what a non-compliant or illegal lot will be considered for use with this fee schedule.

**SECOND:** Councilmember Kopp

<b>VOTE:</b>	Councilmember Kopp -	Aye
	Councilmember Bass-	Aye
	Mayor Lisonbee –	Aye

The vote was unanimous and the motion carried.

#### **7. ADOPTION OF AMENDMENTS TO LAND USE CODE 10.28.240; LIMITATIONS ON HEIGHT, SIZE AND LOCATIO OF GARAGES AND OTHER ACCESSORY BUILDINGS IN RESIDENTIAL ZONES.**

**59:13**

**MOTION:** Councilmember Kopp motions to adopt the land use code 10.28.240

**SECOND:** Councilmember Bass

<b>VOTE:</b>	Councilmember Kopp -	Aye
	Councilmember Bass-	Aye
	Mayor Lisonbee –	Aye

**8. CHANGES TO THE TOWN OF APPLE VALLEY PERSONNEL POLICIES AND PROCEDURES MANUAL**

**1:01:35**

The town will remove insurance being offered.

**MOTION:** Councilmember Kopp motions to make the changes to the Personnel Policy and Procedures Manual as outlined.

**SECOND:** Councilmember Bass

<b>VOTE:</b>	Councilmember Kopp -	Aye
	Councilmember Bass-	Aye
	Mayor Lisonbee –	Aye

The vote was unanimous and the motion carried.

**APPROVAL OF MINUTES**

**9. MEETING MINUTES FOR**

**4.3.2019**

**4.17.2019**

**MOTION:** Councilmember Kopp motions to approve meeting minutes for April 3<sup>rd</sup>, 2019 and Town Council Meeting for April 17<sup>th</sup>, 2019

**SECOND:** Councilmember Bass

<b>VOTE:</b>	Councilmember Kopp -	Aye
	Councilmember Bass-	Aye
	Mayor Lisonbee –	Aye

**REPORTS, RECOMMENDATIONS, AND ANNOUNCEMENTS**

**Events Committee- Tish Lisonbee/Debbie Kopp-** The last event was the Ice Cream Social and the committee raised about \$300.00 for park bathrooms. June 22<sup>nd</sup> will be the next ice cream social. There will be a fourth of July BBQ.

**Planning Commission-** Mayor will try to have the Agenda items ready sooner for each meeting and have the agenda out earlier.

**Fire Department- Chief-** burn season is closed and will not re-open until September 15<sup>th</sup>. The department got some refurbished tanks and SCBA's. This will give another 6 years of use. Tender 195 will go to Leeds tomorrow and the Hummer will be moved inside to get that ready use. Chief will be teaching a Red card class next week for new firefighters. The CWPP is finished and Chief hopes to have that on the next TC agenda. Two new hydrants have been put in by the Kopps and another up by Andy Brown. CWPP person will be at

the next meeting to explain the requirements for mitigation.

There is discussion about the town roads and the need for all weather roads that are accessible for the fire equipment. Chief would like to have a waiver for town's liability in areas where there are no roads approved for fire vehicles.

Rich Kopp- The problem is the road leading to the homes that have the 6 inches of road base. The roads leading to homes are not covered in 6 inches of road base.

June 22<sup>nd</sup> will be out community mitigation day. Councilmember Kopp suggests letting the events committee help with the cookout for the volunteers afterward.

**Code Enforcement-** Nuisance complaints on Conex boxes continue to come in. He suggests that a "sea crate" and a Conex is the same thing. These are being parked on vacant lots and are considered an accessory building and anything over 200 sq. feet needs a permit. He suggests that this issue be addressed as soon as possible.

Tish Lisonbee suggests a reminder in the water bill sighting the ordinance.

**Big Plains Water and Sewer SSD- Harold Merritt-** We have completed the agreements with Gooseberry and they are recorded. They have paid and the project seems to be underway.

Tish Lisonbee asks about the pivots and if they are going to turn them on. Harold isn't sure but mentions those pivots use as much water in one month the whole town uses in a year.

**Roads and storm drainage- Dennis Bass-** The roads committee will meet tomorrow after the water meeting. If you have a problem or concern, give someone on the committee a call.

**Mosquito abatement- Margaret Ososki-** nothing new today.

## **PUBLIC COMMENTS**

**TIMESTAMP:4:40:22**

**MOTION:** Councilmember Kopp moves to open public comment

**SECOND:** Councilmember Bass

<b>VOTE:</b>	Councilmember Kopp -	Aye
	Councilmember Denny Bass-	Aye
	Mayor Lisonbee –	Aye

Janet Prentice thanks the mayor for picking up the dump truck.

Jerry Jorgensen shares his concern about thistles being out of control. The lot behind his son's house is covered in them and asks what can be done.

Ben Billingsley mentions that Kevin Sair has been in contact with the county and they are planning on coming out to spray.

**MOTION:** Councilmember Kopp motions to close public comment  
**SECOND:** Councilmember Bass  
**VOTE:** Councilmember Kopp - Aye  
Councilmember Denny Bass- Aye  
Mayor Lisonbee – Aye

The vote was unanimous and the motion carried.

**ADJOURNMENT**

**TIMESTAMP:**

**MOTION:** Councilmember Kopp motions to adjourn  
**SECOND:** Councilmember Bass  
**VOTE:** Councilmember Kopp - Aye  
Councilmember Bass- Aye  
Mayor Lisonbee – Aye

The vote was unanimous and the motion carried.

Meeting adjourned at 7:44 p.m.

Date approved: \_\_\_\_\_

\_\_\_\_\_  
Marty Lisonbee, Mayor

ATTEST BY: \_\_\_\_\_